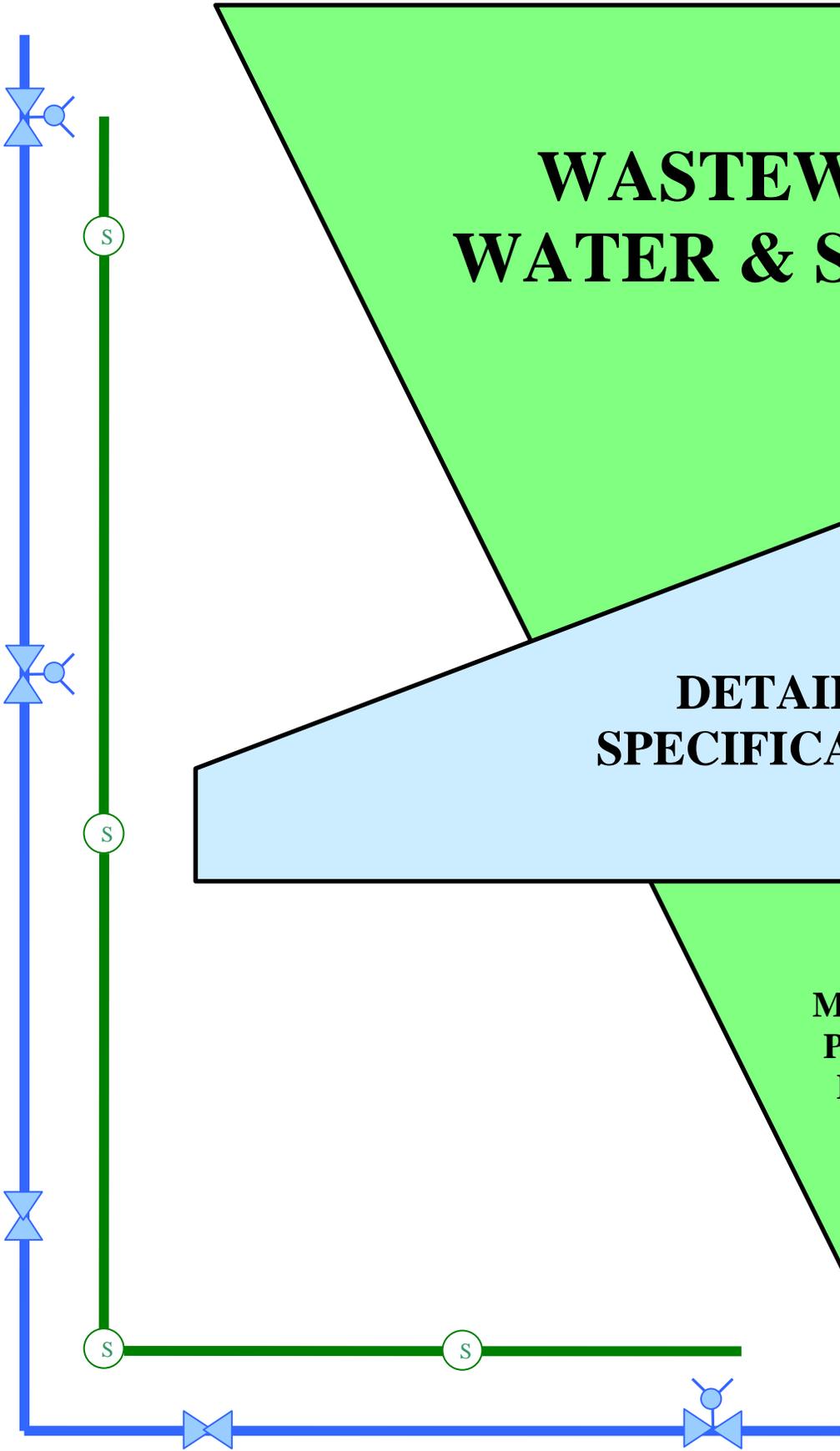


# WASTEWATER WATER & SYSTEMS

## DETAILED SPECIFICATIONS

MOORE COUNTY  
PUBLIC WORKS  
DEPARTMENT



# **GENERAL CONDITIONS**

## **STANDARDS & SPECIFICATIONS MANUAL**



**MOORE COUNTY PUBLIC WORKS DEPARTMENT**

**MODIFIED STANDARD**  
**GENERAL CONDITIONS**  
**OF THE CONSTRUCTION CONTRACT**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

**MODIFIED STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form provided in the Contract Documents is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—the offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—the individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Construction Field Representative (CFR)*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

12. *Contract*—the entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*—the Monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
15. *Contract Times*—The number of calendar days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor*—the individual or entity with whom Owner has entered into the Agreement.
17. *Cost of the Work*—See Paragraph 11.01 for definition.
18. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Agreement*—the date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Engineer*—the individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone*—a principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—the written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement. The Notice of Award shall not be construed as an agreement or contract. Contractor has no rights or remedies against Owner until the Notice to Proceed has been issued.
29. *Notice to Proceed*—a written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—the individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—the bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents. The Project Manual contains any and all addenda issued, documents executed by the Owner and Contractor or Engineer after bidding, and all attachments and exhibits thereto, up to and including the executed copy of the Notice to Proceed.
36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—a schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—a schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—an individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be fully utilized for the purposes for which it is intended. As a precedent condition to Substantial Completion the Owner shall have received all certificates of occupancy and any other necessary permits for beneficial occupancy. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—the Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—that part of the Contract Documents which amends or supplements these Modified General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water

levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
50. *Unit Price Work*—Work to be paid for on the basis of unit prices.
51. *Work*—the entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or

authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents or general standards of workmanlike construction or published authorities which govern the proper use and application of a particular material or component, including but not limited to literature published by manufacturers and trade organizations; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish. The Owner shall have authority to review and reject any bonds as nonconforming.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, but before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with paragraphs Article 5 of these Modified General Conditions. The Owner shall have the authority to review and reject any insurance as nonconforming.

### 2.02 *Copies of Document*

- A. Engineer shall furnish to the successful Contractor up to three (3) sets of the Project Manual. Additional sets will be made available by the Engineer to the Contractor at the cost set forth in the Advertisement for Bids for this project or the actual cost for reproduction whichever is greater.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contractor shall complete all of the work contracted herein, in an acceptable manner and within the established Contract Time. The Contract Time shall commence on the start date given in the Notice to Proceed, and shall run continuously each and every calendar day following, except as herein provided, and in accordance with paragraph 17.02. Times shall be of the essence of this Agreement.

### 2.04 *Starting the Work*

- A. The Contractor shall commence work on or before the tenth (10<sup>th</sup>) calendar day after the date of the Notice to Proceed or as may be differently stated in the Notice to Proceed. Contractor shall not start work prior to the date set in the Notice to Proceed.

### 2.05 (Intentionally Deleted)

### 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a Preconstruction Conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the Contractor's schedule for completion of the work, policies and procedures for submittal of Shop Drawings and other submittals, presentation and processing of Applications for Payment, and maintaining records required by the Contract Documents. If agreed between Owner and Contractor, the Preconstruction Conference may be held prior to the commencement of the Contract Times.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the

Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of, and legally bind each respective party.

#### 2.07 *Submission and Acceptance of Schedules*

A. Prior to presentation of the first Application for Payment, the Contractor shall submit the following schedules. No progress payment shall be made to Contractor until acceptable Schedules are submitted to Engineer. All schedules shall be coordinated and shall be logically related in time and value for the various stages of work.

1. The Progress Schedule. The Progress Schedule shall be computer generated, utilizing the critical path method (CPM), indicating the dates and duration for completing the various stages of the Work, including any milestones. The level of detail a number of tasks shown in the Progress Schedule shall be commensurate with the complexity of the work. The Progress Schedule shall be acceptable to Engineer if at a minimum it clearly and accurately demonstrates an orderly progression and completion of the work within the contract times. Contractor shall be solely responsible for scheduling and completing the work within the contract time. Any approval or acceptance of the schedule shall not impose on Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility for completion within the contract time.
2. The Schedule of Submittals. The Schedule of Submittals shall provide a workable arrangement for the, engineer to timely review and process the required submittals. The Schedule of Submittals shall also include a list of manufacturers and suppliers. Approval of any schedule by Engineer shall not receive the Contractor from its obligations under the Contract.
3. The Schedule of Values. The Contractors Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work. Contractor's Schedule of Values for all of the Work shall include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail, commensurate with the complexity of the Work, to serve as the basis for progress payments during performance of the Work. The Schedule of Values shall have line items for project closeout including, demobilization, record drawings, completion of the punch list and project restoration and final cleanup. Approval of any Schedule by Engineer shall not relieve the Contractor from its obligations under the Contract.
4. Cash Flow Schedule. Contractor's Cash Flow Schedule shall be a scheduled and forecasted value of the anticipated payment requests for the Work. The amounts shown shall be considered an estimate which may differ from the actual amounts requested.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 *Reference Standards*

#### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect as of the date Engineer sealed, signed, and dated the Contract Documents, except as may be otherwise specifically stated in the Contract Documents.
2. The Contract Documents shall be deemed to include applicable building codes, laws and regulations, relevant published industry and trade organization standards, as well as the published requirements of any product manufacturer. However, no such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby. Contractor's failure to notify Engineer of any such discrepancy prior to commencement of Work shall constitute a waiver of Contractor's right to seek additional compensation or damages for any alleged discrepancy later discovered by Contractor.
  - a. Contractor (and any Subcontractor responsible for the performance of all or any part of such Work) shall field verify the accuracy of all grades, elevations, dimensions, locations, orientation and measurements. This shall include locations of any underground utilities or other features which may be shown generally on the drawings for informational purposes only. The Engineer shall be promptly notified in writing of any discrepancies. Contractor's failure to notify Engineer of any such discrepancy prior to

commencement of Work shall constitute a waiver of Contractor's right to seek additional compensation or damages for any alleged discrepancy later discovered by Contractor.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04. Contractor's failure to notify Engineer of any such discrepancy prior to commencement of Work shall constitute a waiver of Contractor's right to seek additional compensation or damages for any alleged discrepancy later discovered by Contractor.
  - a. In the event Contractor determines that some aspect of the Contract Documents require clarification or interpretation by Engineer, Contractor shall submit a Request for Information (RFI) in writing to Engineer in a format provided by Engineer. RFIs may only be submitted by the Contractor and shall be in the form required by Engineer. Verbal RFI or a RFI presented on an unapproved form shall be rejected. Any delay caused by Engineer's refusal to accept a verbal RFI or a RFI presented on an unapproved form will be attributed solely to Contractor. Each RFI shall be limited to a single issue. Information that is discernible from the Contract Documents as well as issues concerning construction means, methods, techniques, sequences or safety will not be addressed by Engineer.
  - b. Contractor shall clearly and concisely state the issue for which clarification or interpretation is sought and why a clarification or interpretation is needed. The RFI process shall not be used by Contractor to seek approval for proposed "or-equal" or substitute materials or equipment.
  - c. Engineer's review of or responses to RFIs shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or safety.
  - d. Responses to Contractor RFIs will not change any requirement of the Contract Documents. In the event Contractor believes that a response to an RFI will cause a change in the Contract Price or Contract Time, Contractor shall give written notice of the Claim to Engineer.
  - e. If Contractor wishes to make Claim for an adjustment of the Contract Price or an extension of the Contract Times, or both, written notice as provided in Paragraph 10.05 shall be given before proceeding to execute the Work. Failure to give such written notice shall waive Contractor's right to seek an adjustment of the Contract Price or an extension of the Contract Times.

*B. Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

*3.04 Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

*3.05 Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation of such documents by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for ordinary record keeping purposes.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Engineer, and the Owner and their employees, principals, agents, successors, insurers, sureties and assigns, from and against any and all liabilities, claims, causes of actions, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of, resulting from, or relating to the unauthorized use, reuse, or modification of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions, by Contractor, its employees, agents, or any other person or entity for whom Contractor is legally liable.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, surveys, graphics, or other types are furnished, if at all, only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. To the extent that any discrepancy exists between the electronic files and the hard copies, the hard copies shall govern.
  - 1. The Engineer may, but shall not be obligated to, make copies of requested Drawings in electronic format for the Contractor's convenience and to facilitate the Contractor's administration of the Project. Because information presented on electronic files can be modified, unintentionally or otherwise, the Engineer reserves the right to remove all indications of ownership from each electronic display. Notwithstanding the removal of indicia of ownership, the Engineer's copyright interest in such files and the information contained therein shall not be abridged or abated by such action. The use of electronic files prepared by the Engineer shall not in any way relieve the contractor of its duty to fully comply with the Contract Documents nor negate the Contractor's responsibility for coordination of other trades, and taking field measurements.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. To the extent that any errors are detected, the receiving party shall provide written notice to the transferring party, which party shall correct such errors identified within the 60 day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are

unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

- B. In the event the Project involves private land, upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

##### A. *Reports and Drawings:* The Contract Documents identify:

1. If during the preparation of these Contract Documents, subsurface or geotechnical explorations were conducted which are relevant in the discretion of the Engineer to the scope of the work, the findings of such will be included in the Appendix of the Specifications. The Contractor shall be responsible for obtaining such reports and explorations it deems necessary and advisable for the performing of the Work in accordance with the Contract Documents.
2. Information and data reflected in the Contract Documents with respect to existing structures and facilities at or contiguous to the Site are based upon information obtained from varying sources which may include reports, drawings or other data of those facilities presently on file with the Owner. The Owner and Engineer do not guarantee the accuracy of any such information. The Contractor shall be responsible for field verifying all conditions and measurements and for determining the suitability of the site for the proposed Work.

B. *Limited Reliance by Contractor on Technical Data Authorized:* any reports and drawings which have been identified in Article 4.02 A 1 are not Contract Documents. However, in the event the Engineer specifically calls out and designates certain information in such reports and drawings as "Technical Data" than Contractor shall have a limited right to rely upon the accuracy of the designated Technical Data. Other than the designated Technical Data, any information provided and depicted on the Drawings is merely intended to be a general representation of the physical conditions likely be encountered during the Work and shall not constitute a guarantee or warranty by the Engineer or Owner that actual conditions will not vary from that which is depicted. Except for the Contractor's right to rely on the designated technical data, which is limited as more specifically shown below, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or



2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any consequential damages, including but not limited to claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project, and Contractor expressly and specifically releases any and all damages related thereto. Any damages for suspension or idle time shall be limited to the Contractor's actual cost of labor or equipment costs, including a reasonable markup for overhead but shall not include a markup for profit.

#### 4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all such information and data;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents;
    - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

*B. Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.
3. Generally, service connections are not indicated on the project drawings. Contractor shall be responsible for locating all existing underground utility installations in advance of excavation.

*C. Underground Utility Damage Prevention Act:*

1. Contractor shall be required and agrees to comply with all the provisions of any applicable underground utility damage prevention act (however titled) and hereby agrees, to the fullest extent permitted by Laws and Regulations, to indemnify, defend, and hold harmless Owner, Engineer, and their employees, principals, agents, successors, sureties, insurers and assigns, including any of their Related Entities, if any, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure, or the failure of anyone for whom Contractor is responsible, to so comply with the requirements of said act, except the Contractor shall not be required to indemnify any person or entity for acts attributable to the sole negligence of such person or entity.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Contract Documents for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on designated Technical Data Authorized:* Contractor may rely upon the accuracy of any designated "Technical Data" contained in such reports and drawings, but such reports and drawings are not Contract Documents, and Contractor's reliance on the designated Technical Data is limited to the extent specifically described in set forth in Article 4.02 B. Except for such reliance on such "Technical Data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for

Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. The Owner shall be solely responsible for determining the adequacy and sufficiency of the bonds for the Project.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. The Owner shall be responsible for determining the sufficiency and adequacy of such bonds and insurance.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Contract Documents, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain. The Owner shall be solely responsible for determining the adequacy and sufficiency of the insurance requested under the Contract Documents and any certificates of insurance which are furnished hereunder.



7. claims for damages arising out of Contractor's performance or providing of professional architectural or engineering services in accordance with Paragraph 6.21.B.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insured's (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insured's, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured's, and the insurance afforded to these additional insured's shall provide primary coverage for all claims covered thereby;
2. include the specific coverages herein required or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 60 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Contract Documents to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Contract Documents to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. Satisfactory certificates of insurance shall be submitted and attached to the executed Agreement for Construction between the Owner and Contractor. In connection with the provisions set forth in the Modified General Conditions, the Notice to Proceed will not be issued until satisfactory certificates of insurance are filed.

D. Specified Limits of Insurance Required to be Carried by Contractor

1. Worker's Compensation and Employer's Liability



This insurance shall protect the Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$5,000,000.

- E. Contractor covenants and agrees that the insurance coverage and limits required by the Contract Documents shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Contractor may otherwise have, including, without limitation, liability under the indemnification provisions contained herein.
  - 1. by requiring such insurance and insurance limits, neither Owner nor Engineer represents that such coverage and limits will necessarily be adequate to protect Contractor.
  - 2. Contractor shall be responsible for any deductible or self-insured retention.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Contractor shall purchase and maintain Builder's Risk insurance for the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Contract Documents or required by law). Contractor shall be responsible for all associated costs for such insurance. This insurance shall:
  - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Contract Documents, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Contract Documents.
  - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials

and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued. The Owner shall be solely responsible for determining the adequacy and sufficiency of such Builders Risk insurance.
- B. Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain such boiler and machinery insurance or any other additional property insurance required by the Contract Documents or Laws and Regulations, which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Contract Documents, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest in the project and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 60 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Contract Documents. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. (Intentionally deleted)

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of

or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued. This Waiver of Subrogation shall survive the completion or termination of this Agreement.

- B. Owner, and Contractor waive all rights against each other, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner, or any other loss of profits or other consequential damages; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them. This provision shall survive the completion and/or termination of the Agreement.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the Monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall

adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party fails to purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

Contractor shall provide competent, qualified, on-site, supervision at all times during construction activities including supervision of the activities of the sub-contractor(s), vendors and suppliers through a Resident Superintendent. The Resident Superintendent shall be on-site at any time that work is ongoing at the project. Sub-contractors shall not work independently on the project without on-site supervision provided Resident Superintendent. A resume for the Resident Superintendent shall be submitted to the Engineer for approval prior to commencing work. Such resumes shall include projects that they were in responsible charge of, that are of similar work in scope and value with owner's references. Contractor shall not change the

Resident Superintendent without written approval from the Engineer. However, the approval of any supervisor by the Engineer shall not relieve the Contractor of its obligation to properly supervise and perform the Work.

- B. If at any point during the progress of the Work the Owner determines, in its sole discretion, that the Resident Superintendent is inadequately performing its services, the Owner may direct in writing the Contractor to replace the Resident Superintendent within thirty (30) days of such notification. The resumes of any proposed new Resident Superintendent shall be submitted to the Engineer for approval prior to their commencement of work on the project.
1. The Resident Superintendent shall provide Owner and Engineer with a written daily field report containing, as a minimum, the following information:
    - a. the number of personnel on site, identified by craft or trade, employer and work activity, and the number of hours worked during the workday;
    - b. the types and numbers of equipment on site and the time each piece of equipment was used or stood idle during the workday;
    - c. any materials or equipment received on site during the workday; and
    - d. the identification and quantity of any unit price work, if any, installed during the day.

Said daily field reports shall be submitted to Owner and Engineer not less than weekly.

- C. For purposes of giving or receiving notices, directives, Change Orders, or any other information from Owner or Engineer to Contractor, Contractor shall designate a specific individual as Project Manager to receive such notices, directives, Change Orders, or other information. If the person so designated by Contractor is not available, Contractor shall (in writing addressed to Owner and Engineer) identify the individual who is acting as his authorized representative.
- D. Contractor acknowledges that its obligation to complete the Work in accordance with the Contract Documents shall not be affected or amended as a result of any act by Engineer or any other Owner's consultant, or as a consequence of any field inspections or observations or approval of any Application for Payment, or in regard to any other duty performed by Engineer or other Owner's consultant for the benefit of Owner, unless Owner and Engineer shall expressly approve Contractor's action in advance in writing specifically identifying the action approved. Furthermore, Contractor shall not be relieved of any responsibility to complete the Work in conformity with the contract Documents as a consequence of any knowledge of non-conformity obtained by an Owner's representative, including Engineer, whether or not such representative acts or fails to act on such knowledge. Contractor acknowledges and agrees that any representative retained by Owner to act for Owner's benefit, including Engineer, shall have no duty or responsibility to Contractor, except where specifically stated herein, and no act or failure to act by such Owner's representative shall relieve Contractor of its obligations to perform all requirements under this Contract, except as specifically approved in writing otherwise.

## 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.
- C. No Work shall be done between 6 p.m. and 7 a.m. without permission of Owner. However, emergency work may be accomplished without prior permission. No Night Work may be undertaken without permission of Owner.
- D. Each occasion Contractor works in excess of 45 hours per week, or outside of the hours of 7:00 am and 6:00 pm, or on weekends or holidays, the Contractor shall reimburse Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses associated with additional Observation and Contract Administration) incurred by Owner as a result of such schedule. Contractor covenants and agrees that Owner may retain, deduct, and/or offset monies due to Owner pursuant to this Paragraph from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents.

## 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
  - 1. To the extent possible, all warranties shall run to and be enforceable by Owner. Contractor agrees to assign to Owner at the time of final completion of the Work, or as otherwise required by the Contract Documents, any and all Subcontractor and Supplier warranties relating to materials and labor used in the Work and Contractor further agrees to perform the Work in such a manner to preserve any and all Subcontractors' and Suppliers' warranties. Contractor shall provide Owner assistance, throughout the duration of such warranties, in enforcing the obligations of Subcontractors and Suppliers. If necessary as a matter of law, Contractor may retain the right to enforce directly any such Subcontractors' and Suppliers'

warranties during the one-year period following the date of Substantial Completion established by Paragraph 14.04. Contractor includes in this warranty materials and equipment specified by Engineer by brand name. The warranty provided in this Paragraph 6.03 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law and shall be in addition to all other rights and remedies available to Owner. All warranty obligations are cumulative to and in addition to all remedies available to Owner pursuant to the Contract Documents and applicable law.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. Materials and equipment stored off site shall be stored in a bonded, secure warehouse. Any such materials and equipment stored off site shall be available for review by Engineer's representative. Material and equipment shall be stored and maintained while in storage in a manner consistent with the manufacturer's recommendations. Such maintenance during storage, or prior to startup shall be documented and presented to the Engineer. Risk of loss of stored materials and equipment shall be on Contractor, whether titled in the name of the Contractor or whether title previously passed to the Owner as a result of payment for the stored materials and equipment.
- E. The Contractor shall have responsibility for the care of all equipment and materials, including those furnished by the Owner, if any, and shall bear the risk of injury, loss, or damage to any part thereof by action of the elements or from any other cause, until final completion. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the equipment or materials occasioned by any cause before completion and acceptance of the Work and shall bear the expense therefore. Contractor shall, at no additional cost to Owner, provide temporary measures and suitable structures as they might be necessary to protect the Work or any portion thereof from damage.
- F. Suspension of the Work or the granting of an extension of time for any cause whatever shall not relieve Contractor of his responsibilities for the Work as specified herein including the continuing care and maintenance of stored materials and equipment as well as work accomplished to date.
- G. If the equipment furnished by the Contractor differs in dimension, orientation, horsepower requirements, pipe connection sizes, or is otherwise non-conforming to the Contract Documents, the Contractor shall be responsible for the furnishing of all properly-sized connecting piping, motor starters, motor controls, and electrical wiring and connections, and all other work required to properly install the equipment in complete operating condition. Further, such non-conforming equipment or materials shall be submitted as a "Substitute" in accordance with Section 6.05 of the Modified General Conditions, including and subject to Paragraph 6.05. E. *Engineer's Cost Reimbursement*. No additional compensation by the Owner to the Contractor will be made with respect to such "Substitutes".

## 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
  3. Contractor shall submit to the Engineer an adjusted Progress Schedule whenever the progress of the Work is behind the current, approved Progress Schedule as defined in paragraph 2.07 A.1 of the Modified General Conditions, or upon the Engineer's request and whenever the Engineer determines in its discretion that the Work cannot be substantially complete in the time remaining. The adjusted Progress Schedule must be submitted within ten (10) days of Engineer's written request and prior to the Contractor's next application for payment.
  4. Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of Owner's premises or any tenants or invitees thereof. Contractor shall, upon Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Paragraph 6.04.A.3 may be grounds for an extension of the Contract Times, if permitted under Article 12, and an equitable adjustment in the Contract Price, if permitted under Article 12 and (i) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents and (ii) such rescheduling or postponement is required for the convenience of the Owner.

## 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the Contract Documents contain a description followed by words reading "or an approved equivalent" or "or approved equal" item or "substitution is permitted," other items of material or equipment or material or equipment of other suppliers may not be submitted to Engineer for review. If the description contains or is followed by words reading "or an approved equivalent" or "or approved equal" item or "substitution is permitted," other items of material or equipment or material or equipment of other suppliers may be substituted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that

no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
  - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; and
  - 2) it will reliably perform at least equally well the function and achieve the results intended by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service; and
  - 4) it is equal or better in form, features, operation and maintenance cost and general configuration; and
  - 5) it conforms to the requirements of the Contract Documents in all respects, except for make and manufacturer or supplier and minor details of specified equipment; and
- b. Contractor certifies in writing that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

## 2. *Substitute Items:*

- a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances. Applications for approval of substitute items of material or equipment will not be accepted by the Engineer if made as part of a Shop drawing submittal. The application for use of substitute material or equipment must be made prior to the submission of a shop drawing by a written communication clearly labeled "Request for Substitution". Substitute items proposed by Shop Drawings for materials or

equipment will be rejected by the Engineer unless previously approved in a separate application.

- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified; and
    - d) Contractor accepts the installation instructions, warranty and correction obligations contained in the product manufacturer's literature in connection with the proposed substitution as if such, information pertaining to the new product was originally specified in the Contract Documents; and
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) And shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- e. If a proposed substitution affects a correlated function, adjacent construction, or the work of other contractors, then the necessary changes and modifications to the affected work are considered an essential part of the proposed substitution, to be accomplished by Contractor as a part of the Work, if and when approved.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
1. Proposed substitutions may be rejected without explanation and will not be considered unless one or more of the following conditions exists:
    - a. Required for compliance with interpretation of code requirements or insurance regulations then existing.
    - b. Unavailability of specified products, through no fault of Contractor.
    - c. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
    - d. Manufacturer/fabricator refuses to certify or guarantee performance or specified product as required.
    - e. When in the judgment of Owner or Engineer, that a substitution would be substantially to Owner's best interests, in terms of cost, time, or other considerations.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by Owner as a result of evaluating a substitute proposed or submitted by the Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B, and reflecting changes in the Contract Documents, whether or not Engineer approves a substitute so proposed or submitted by Contractor. Contractor covenants and agrees that Owner may retain, deduct, and/or offset monies due to Owner pursuant to this Paragraph 6.17.D.4 from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents. Such payment is an obligation separate and apart from the Contractor's obligation to pay liquidated damages for delay, if any.

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- B. As part of the Bid or the Proposal, the Owner may require the identity of the Contractor's proposed Subcontractors and Suppliers of Equipment or Materials in order to better evaluate the Proposal or Bid. In the instance where identification of Suppliers is required, supply only one name per equipment or material item.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual, entity, or organization, to the extent practicable, information about amounts paid to Contractor for Work performed. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any Monies due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. Owner and Engineer assume no responsibility for the overlapping or omission of parts of the Work by various Subcontractors or Suppliers in their subcontracts with the Contractor, as this is solely the Contractor's responsibility.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. This Waiver of Subrogation provision shall survive the completion and/or termination of this Agreement.
- H. As soon as possible, but in no case more than 30 days after receipt of the Notice of Award, and prior to the first application for payment, the Contractor shall provide the Engineer with a list of sub-contractors along with the division of their work.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees

necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. A certified sales tax statement shall be provided with each and every pay application, even if there were no sales tax during that period.

#### 6.11 *Use of Site and Other Areas*

##### *A. Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
  4. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. If Contractor uses any portion of the new Work prior to the date of Substantial Completion of the entire Work, such items shall be restored to their new condition.
- B. *Removal of Debris during Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction including, but not necessarily limited to, (i) deviations from the Drawings and Specifications made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on the Drawings; (iv) the actual installed position of all mechanical, electrical equipment, piping, ductwork, access panels, valves, drains, stub outs, etc.; and (v) such other information as Owner or Engineer may reasonably request. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to Engineer and Owner for reference. Contractor's Record Documents shall be available for review by Engineer as part of the pay application process. A pay application will not be considered until the Record Documents are shown complete through that application period. Upon completion of the Work, these Record Documents, Samples, and Shop Drawings will be delivered to Engineer for Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record Documents, marked by Contractor, as required above are delivered as required above.

## 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Nothing contained in the Contract Documents shall be construed to require or authorize Engineer or Owner to supervise or be in any way responsible for Contractor's compliance with any applicable safety regulations, codes, or procedures. Engineer and Owner shall have no duty to

inform the Contractor of any safety violations, and should Engineer or Owner voluntarily point out safety violations, such actions shall not be construed to mean that Engineer or Owner has assumed any responsibility for Contractor's compliance with any applicable safety regulations, codes, or procedures. Contractor is solely responsible for Project safety.

- H. Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses.

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07) and the submittal procedures described elsewhere in these Contract Documents. In the event of any conflict between the submittal procedures noted above and this Paragraph 6.17, the more stringent requirements shall control. Each submittal will be identified as Engineer may require. Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable Laws or Regulations, be a licensed architect or engineer, as appropriate.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to

show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples. Engineer's review and approval will be only to determine if the items covered by the submittals will, after

installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. Engineer's review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance responsibility of Contractor as required by the Contract Documents. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Except as otherwise expressly provided herein, Engineer's approval of any submittal shall not in any way be deemed to release Contractor from full responsibility for complete and accurate performance of the Work in accordance with the Contract Documents; neither shall such approval release Contractor from any liability imposed upon Contractor by any provision of the Contract Documents. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.
4. Contractor acknowledges that the processing of Shop Drawings and other submittals often requires extensive and time-consuming reviews by many individuals and that the time required for such reviews are directly related to the clarity, completeness, and accuracy of such submittals. Contractor covenants and agrees that Contractor's responsibilities include, but are not limited to, reviewing and coordinating each submittal with all other related or affected work and approving each submittal before submitting same to Engineer for approval. As a part of its Basic services to Owner, Engineer will review up to two submissions of all Contractor submittals required by the Contract Documents. However, if Engineer is required to:
  - a. review a third or subsequent submission of any submittal, or
  - b. review more than the number of copies of each submittal specified in the Contract Documents, or
  - c. review submittals in addition to those required by the Contract Documents, or
  - d. review submittals for proposed substitutions for previously approved items, then

Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset Monies due to Owner pursuant to this Paragraph 6.17.D.4 from monies due to Contractor under the Agreement.

Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents. Contractor acknowledges that this obligation is separate and apart from the obligation to pay liquidated damages for delay, if any.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

F. *Professional Certification:*

1. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the materials, systems, or equipment that are expected to operate at the Project site. The certification shall be based on performance under the operating conditions generally prevailing or expected at the Project site. Engineer shall be entitled to rely upon the accuracy and completeness of such certification.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing. Contractor's refusal or failure to continue with the Work in a timely manner as a result of any dispute that arises will constitute a material breach of the Agreement. Owner shall be entitled to specific performance of provisions requiring delivery of warranties and other required documentation.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee. Unless otherwise stipulated elsewhere within the Contract Documents, the Contractor's warranty period will begin at Owner's acceptance and remain in effect for a period of 12 months. If an equipment or material failure occurs during the Contractor's warranty period, the Contractor's warranty period shall be extended by a period of time, equal to the down time of the equipment, or time until the material failure was corrected to the Owner's satisfaction.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work which is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor and Subcontractor(s) (the "Indemnitors") shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, insurers, agents, consultants and subcontractors of each and any of them (the "Indemnitees") from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of, resulting from, or relating to the Contractor's or its employees', agents' or Subcontractors' (or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) actions, activities or omissions, negligent or otherwise, or breach or failure to perform this Agreement on or near Owner's property or easement, or arising in any way out of, resulting from, or relating to any of the Work to be performed under this Contract, including, without limitation, claim for bodily injuries, sickness, disease, or death, or to injury to or destruction of tangible property, or other economic damages such as fines, penalties, or other losses, including the loss of use resulting therefrom, except such obligation shall not require indemnity in favor of any party whose negligence solely call such loss. To the extent that any portion of this provision is deemed contrary to law or to otherwise be unenforceable, the parties agree that such offending portion or portions shall be severed from this provision and the remaining provisions shall be enforceable to the maximum extent permitted at law. In the event of any conflict in the construction of this provision, the parties agree that the interpretation requiring the fullest obligation and indemnity shall prevail.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, and Contractor expressly waives any right to any such limitation. Contractor shall include in any and all subcontracts a provision requiring each Subcontractor to likewise waive any limitation on amount or type of damages, compensation, or benefits payable for or to the Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Contractor's indemnity obligations under this Paragraph 6.20 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or mediation or other dispute resolution costs), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by Contractor, a Subcontractor, or any person or entity for whom either is responsible, specifically including, but not limited to, any violations of the federal Occupational Safety and Health Act (as applied in the state in which the Project is located or any of the Work is performed) or the safety requirements under Article 6 of these Modified General Conditions; (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work; and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by Contractor, Subcontractor, or any person or entity for whom either is responsible.
- D. Contractor shall indemnify and hold harmless all of the Indemnities from and against any and all costs and expenses (including, but not limited to, reasonable fees and charges of attorneys) incurred by any of the Indemnities in enforcing any of Contractor's defense, indemnity, and hold-harmless obligations under this Contract.
- E. No contention by Contractor that a certain claim is beyond its indemnity obligations herein required shall relieve Contractor of the obligation to provide indemnity until final judgment by a court of competent jurisdiction holding that there exists no duty on the part of Contractor to undertake any indemnity obligation under the circumstances of any particular claim.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures or safety precautions and programs in connection with the Work.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents,

Owner and Engineer will specify all performance and design criteria of which the Owner and Engineer have knowledge that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional, whom shall comply with reasonable requirements of the Owner regarding qualifications and insurance. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria of which the Owner and Engineer have knowledge that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. (Intentionally deleted)

#### 6.22 *Owner-Purchased Material and Equipment*

- A. Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of Owner-purchased materials and equipment that are identified as part of the Contract Documents, if any. Contractor shall be responsible for any such pre-purchased items as if Contractor were the original purchaser. The Contract Price shall include, without limitation, all costs and expenses in connection with delivery, handling, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the contract documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

### **ARTICLE 7 – OTHER WORK AT THE SITE**

#### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefore, or have other work performed by utility owners that does not unreasonably interfere with Contractor's Work.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or

otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Contract Documents:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. (Intentionally deleted)
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

#### 7.04 *Claims between Contractors*

- A. Should Contractor cause damage to the Work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold harmless Owner and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all liabilities, claims, causes of action, suits of any nature, fines, penalties, expenses, costs, losses, and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, or, indirectly, out of any controversy arising between Contractor any other contractor

oversight, including, without limitation, any action, legal or equitable, brought by any other contractor against Owner to the extent said claim is based on or arises out of Contractor's performance of the Work. Should the presence of another contractor at the Site give rise to any other Claim, Contractor agrees its sole remedy with respect to such claim shall be against the of the contractor and Contractor agrees it shall not institute any action, legal or equitable, against owner or its officers, directors, partners, employees, agents, consultants, and subcontracts, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter, which seeks to impose liability on or to recover damages from Owner or its officers, directors, partners, employees, agents, consultants, and subcontractors on account of any such damage or Claim.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### **8.01 *Communications to Contractor***

- A. Except as otherwise provided in these Modified General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **8.02 *Replacement of Engineer***

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### **8.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **8.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### **8.05 *Lands and Easements; Reports and Tests***

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **8.06 *(Intentionally deleted)***

### **8.07 *Change Orders***

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *(Intentionally deleted)*

8.12 *(Intentionally deleted)*

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer. Except for those responsibilities of the Engineer to decide matters in dispute between the Owner and contractor, the Engineer's services are being performed solely for Owner's benefit, and no other party or entity shall have any claim against Engineer because of the performance or non-performance of such services.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. No act or omission of the Engineer and performing observation of the Work shall relieve the Contractor of its primary obligation to perform Work in strict accordance with the Contract Documents. No deviation from the

Contract Documents shall be deemed to be conforming Work and unless documented in a written Change Order signed by all Parties, except as provided for minor deviations which may be addressed by Field Orders as set forth below.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Construction Field Representative (CFR)*

- A. Engineer may furnish a CFR to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such CFR and assistants will be as provided in the Contract Documents, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.
- B. Limitations of Authority: Contractor shall have no right to rely on the CFR in performing any of the following unless Contractor first receives a written instructions of the Engineer and otherwise the CFR shall not:
  - 1. shall not undertake any of the responsibilities of the Contractor, the Subcontractors, or the Contractor's superintendent;
  - 2. shall not authorize any deviation from the Contract Documents;
  - 3. shall not stop Work;
  - 4. shall not expedite the work for the Contractor;
  - 5. shall not advise on or issue directions relative to any aspect of the means, methods, techniques, safety, sequences, or procedures of construction;
  - 6. shall not authorize the Owner to occupy the Project in whole or in part;
  - 7. shall not participate in the performance of specialized field or laboratory tests.

### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If

Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 21 days of the event giving rise to the question in accordance with the provisions of Paragraph 10.5 with a request for formal decision.
  - 1. In connection with Contractor's responsibilities with respect to requests for information (RFIs), see Paragraph 3.03.A.2.a and 3.03.A.2.b.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision with respect to any such Claim will be a condition precedent to any exercise of rights or remedies a party may have under law.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision unless either party proves, by the preponderance of the evidence, that Engineer's decision was made arbitrarily and capriciously, with no evidence whatsoever to support Engineer's decision.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them. As a condition of the Contractor accepting the right to perform the Work required under this Agreement, the Contractor on behalf of itself, its subcontractors, employees, sureties, and assigns does prospectively release any such claim as to Engineer and Contractor agrees its sole remedy shall be under the Contract to request additional time and compensation from the Owner in strict accordance with the provisions of this Agreement.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work. Neither the professional activities of Engineer, nor the presence of Engineer or its employees or consultants at the Project site, shall relieve Contractor of its obligations, duties, and responsibilities under the Contract Documents.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Construction Field Representative, if any, and assistants, if any.

9.10 *(Intentionally deleted)*

## **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

### **10.01 *Authorized Changes in the Work***

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a written Amendment, a written Change Order, or a written Work Change Directive. Contractor waives the right to additional compensation or time unless it first obtains such documents, properly executed by the appropriate parties, prior to performing any additional Work. No course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents unless such written documentation is obtained, as such written documentation is a condition precedent to the Contractor's recovery of additional money or time.
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

### **10.02 *Unauthorized Changes in the Work***

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### **10.03 *Execution of Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A, or otherwise nonconforming work or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.
- B. Agreement on any Change Order shall constitute a full and final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect (including without limitation delay, disruption, impact, loss of efficiency, and extended overhead) costs associated with such change, or the cumulative effect of changes through the date of the subject Change Order, and any and all adjustments to the Contract Price and the Contract Times. Implied in every Change Order, unless expressly reserved by Owner or Contractor, is a waiver of all known and unknown claims arising out of or otherwise associated with the Change Order, including a waiver of an applicable federal or state anti-claim waiver statute or common law principal of similar effect. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such change Order in Applications for Payments as if such Work were originally part of the contract Documents.

#### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Owner shall be charged with responsibility for enforcing this provision.
- B. Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retention; (iii) request for final payment; and/or (iv) any other item required by the surety. Owner shall be notified by Contractor and shall be carbon copied, in writing, with all communications between the Contractor and the surety. Owner may, in Owner's sole discretion, inform the surety of the quality and progress of the Work and obtain consents as necessary to protect Owner rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 21 days) after the start of the event giving rise thereto; provided, however, that the claimant shall use its best efforts to furnish Engineer and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with Engineer and the party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. Deny the Claim in whole or in part;
  2. Approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05. C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
1. The notice required by Paragraph 10.05.B is a condition precedent to the assertion of any claim by Contractor. The right of Owner to receive written notice of claims under Paragraph 10.05.B may not be waived or modified by Owner or Engineer except in writing signed by Owner, and Contractor waives the right to rely on any purported waiver of this written notice by verbal instructions or other conduct of Owner or Engineer.

2. Contractor's written notice of a Claim shall be made by written request seeking a Change Order and specifying the grounds therefore and the relief sought. Contractor shall attach to each Application for Payment a schedule of outstanding and unresolved Contractor Claims. By attaching and submitting such schedule with its Application for Payment, Contractor shall be deemed to have certified that the only outstanding and unresolved Claims of which it has notice at the time of the Application for Payment are those identified in the schedule attached to its Application for Payment. A schedule of outstanding and unresolved requests for change orders and claims shall be required of each Subcontractor submitting an application for payment to Contractor that is to be included in Contractor's Application for Payment to Owner. Owner and Engineer shall each rely upon Contractor's schedule of outstanding and unresolved Claims as inclusive of any and all Claims Contractor is then on notice of, and Contractor's acceptance of payment in response to an Application for Payment shall constitute a waiver and release of any and all Claims not identified in Contractor's schedule of outstanding and unresolved Claims not identified in Contractor's schedule accompanying such Application for Payment. Contractor shall require that each Subcontractor waive and release any and all requests for change orders and claims the Subcontractor is on notice of at the time it submits its application for payment to Contractor and which is not identified in its application for payment by acceptance of payment from Contractor.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits

funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work, but only to the extent authorized and approved by Owner in writing before such charges and expenses are incurred.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for

whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  - 1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Unless otherwise stipulated in the Contract Documents, for Unit Price Work, Contractor shall be paid an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the actual quantity of each item as determined by the Engineer pursuant to paragraph 9.07. Variations between the actual quantity and the estimated quantity for items of Unit Price Work, including increases and decreases in quantities, as a result of any Change Orders, shall not serve as a basis for an adjustment in the unit price of the item.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
1. If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand of Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Price and may, in Owner's sole discretion, elect either to (1) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, including payment of retainage, or (2) issue a written notice to Contractor reducing the Contract Price by an amount equal to that which Owner is entitled.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to new unit prices or a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract cost attributable to the Work, plus a Contractor's markup of ten percent (10%) on the amount of deleted cost, shall be deducted from the Contract Price. However, in the event that material submittals have been approved and orders placed for said materials, a lesser amount equal to the greater of (i) one hundred percent (100%) of the Contract cost attributable to the deleted Work, minus reasonable order cancellation, material restocking, and similar fees, plus a Contractor's fee of five percent (5%) on the amount of deleted cost, or (ii) eighty percent (80%) of the Contract Price shall be deducted from the Contract Price. The credit to the Owner as a result of deletions in the work which results in a for reduced premiums on labor and material bonds, payment and performance bonds shall in all cases be one hundred percent (100%) of the reduction in premium. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.
- f. To the extent the Owner performs work as a result of any omission or breach of the Contractor, the Owner shall be entitled to an overhead mark-up consistent with the provisions set forth in this section.

## 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times may be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Times under the Contract Documents. Delays beyond the control of Contractor shall include, but not be

limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God. Contractor acknowledges and agrees that adjustments in the Contract Times will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to Owner of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. In no event will claims for delay be allowed where alleged delays do not impact the critical path of the Contractor as demonstrated on the relevant schedule provided by the Contractor for the period of time in which the delay allegedly occurred.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
  - 1. If a claim is made as provided in Paragraph 12.03.A and this Paragraph 12.03.C for delay due to abnormal weather conditions, the time extension to be awarded to Contractor, if any, shall be calculated using the following standard baseline ("standard Baseline") of monthly anticipated adverse weather delay days for the project location, and extensions shall only be granted for days lost in any given month in excess of the number of days shown in the Standard Baseline for the same given month. The Standard baseline shall be regarded as the established normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline shall be included in the Contractor' scheduling of weather-dependent activities and shall not be eligible for extension of Contract Time.

Monthly Contract Allowance (MCA) in days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	8	6	6	7	5	8	7	5	6	3	5	7

- 2. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
  - a. Precipitation (rain, snow, and/or ice) in excess of two-tenths inch (0.20") liquid measure.

- b. Standing Snow in excess of one inch (1.00”)
- 3. Adverse Weather may include, as deemed by Engineer, “dry-out” or “mud” days:
  - a. For rain days above the standard baseline,
  - b. Only if there is a hindrance to site access or site work such as earthwork; and,
  - c. At a rate no greater than one (1) make-up day for each day or consecutive days of rain beyond the standard baseline that total one inch (1.00”) or more, liquid measure, unless specifically recommended otherwise by Engineer.
- 4. Actual adverse weather delay days must prevent work on critical exterior activities for fifty percent (50%) or more of Contractor’s scheduled workday. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated by the Standard Baseline in Paragraph 12.03.C.1, and providing that all other contractually-required conditions are met, qualifying delays will be converted to calendar days and additional calendar days will be added to the Contract times for each qualifying delay in excess of the Standard Baseline.
- 5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall be responsible for accurately measuring and recording the daily the occurrence of adverse weather on-site.
- 6. Within 30 days of the last day of any month (hereinafter referred to as the “Reporting Month”), Contractor shall submit a written Adverse Weather Report, including copies of Contractor’s daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless Engineer allows an additional period of time for submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. Time extensions due to weather delay shall not entitle Contractor to any claim, compensation, or recovery for extended overhead.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- F. Contractor shall be liable to Owner and shall pay Owner for a percentage of all costs incurred by Owner and Engineer in investigating, analyzing, negotiating, arbitrating, and litigating any claim

against Owner or Engineer for costs or damages due to any alleged delaying or Contractor in the performance of the Work, which percentage shall be equal to the percentage of Contractor's total delay claim which is determined to be false or to have no basis in law or in fact.

- G. To the fullest extent permitted by law, and notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Paragraph 12.02, shall be the sole remedy of Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this Paragraph 12.03.G as "Delays" whether or not such Delays are foreseeable, unless a Delay is caused by acts of Owner constituting active interference with Contractor's performance of the Work, and only to the extent such acts continue after Contractor furnishes Owner with notice of such interference. In no event shall Contractor be entitled to any compensation with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. Owner's exercise of any of its rights under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with Contractor's performance of the Work.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Contractor shall be responsible for inspection of portions of the work already performed to determine that such portions are in proper condition to receive subsequent Work. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms strictly to the Contract requirements. Contractor shall keep full and detailed inspection records and Owner and Owner's authorized representatives shall be afforded access to, and shall be permitted to audit and copy, Contractor's inspection records relating to the Project., and Contractor shall preserve these records for a period of five years after final payment or for such longer period of time as may be required by law.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory

replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, or if the Work interferes with the operation of the existing facility, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). Retesting which is necessary as a result of failed testing or defective work shall be at the Contractor's expense.
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- C. At any time during the progress of the Work and up to the date of final acceptance, the Engineer shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even though such Work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use

by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work and the Owner's expenses and compensation for the Engineer's additional services made necessary by Contractor's default, neglect, or failure. Contractor covenants and agrees that Owner may retain, deduct, or offset Monies due to Owner pursuant to this Paragraph 13.09.C from Monies due to Contractor under the Contract Documents. Contractor further covenants and agrees that Owner retains the right to make such reduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such Monies shall not be subject to any notice or Claim provisions of the Contract Documents.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. Detail Breakdown of Contract Amount: except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, in accordance with Paragraph 2.07.3, submit a complete itemization of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the itemization of the Contract Amount by the Engineer, it shall be used as the basis for all Applications for Payment.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

1. At the date established for each progress payment (but not more often than once a month), Contractor shall submit to the Engineer an Application for Payment for Work done and materials delivered and stored on the Site. Each Application for Payment shall be computed on the basis of Work completed on all items listed in the Detail Breakdown of Contract Amount (or on unit prices), less retainage. The Contractor shall furnish the Engineer and Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the Work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or another location agreed to in writing, the Application for Payment shall be accompanied by evidence that the materials and equipment are covered by appropriate property insurance, all of which must be satisfactory to the Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments shall be governed by N.C. General Statute Section 143-134.1.
4. Payment for Stored Materials and Equipment: The following conditions apply to payment for stored materials and equipment allowed by Article 14.02.A.1.:
  - a. Except in the instance of a material or equipment item that involves little or no installation cost, payment for stored materials or equipment shall not exceed fifty percent (50%) of the value of the item on the Schedule of Values (for lump sum contracts) or fifty percent (50%) of the value the pay item (for unit price contracts) that covers the materials or equipment being claimed. For material or equipment items that involve little or no installation cost, the percentage of the value of the item that will be paid for stored materials will be as agreed upon by the Engineer, Owner, and Contractor.

- b. Contractor shall submit paid invoices or releases of Lien from the e materials and equipment suppliers with each Application for Payment containing a request for payment for that particular item of stored materials or equipment.
  - c. Payment for stored materials and equipment is generally intended to apply only to major materials and equipment items, as determined by the Engineer.
5. Each Application for Payment shall be accompanied by the following, all in form and substance in accordance with the Contract Documents and satisfactory to Owner:
- a. In accordance with Paragraph 10.05.F.2, a current schedule of outstanding and unresolved Contractor Claims;
  - b. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and Suppliers with whom contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for an Subcontractor and Supplier in the requested progress payment, and the amount to be paid to Contractor from such progress payment, together with similar sworn statements from all Subcontractors and Suppliers;
  - c. Duly executed waivers of mechanic's and material man's liens from all Subcontractors and, when appropriate, from Suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by Contractor on behalf of such entities or persons in any previous Application for Payment; and
  - d. All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by Owner or Engineer.
  - e. Contractor's social security number (if an independent contractor) or federal employer identification number (if a corporation, partnership, or proprietorship), as appropriate.
  - f. Contractor shall annotate the record copy of the Drawings to show all changes made each period as a condition for Engineer's recommendation of payment.
  - g. Contractor shall provide a certified sales tax statement with its pay application.
6. Contractor shall also comply with the following specific requirements:
- a. Title to all materials and equipment purchased by the Contractor for the Work shall pass to the Owner at the time Owner makes payment for such materials and equipment. The Contractor shall comply with any procedures established by the Owner to secure, evidence, or establish the Owner's title to such materials and equipment.
  - b. With each application for payment, Contractor shall submit to Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. Contractor shall procure insurance satisfactory to Owner for materials stored off the Project site in an amount not less than the total value thereof.

- c. The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
- d. Representatives of Owner and Owner's lender, if any, shall have the right to make inspections of the storage areas at any time.
- e. Such materials shall be: (1) protected from diversion, destruction, theft, and damage to the satisfaction of Owner and Owner's lender, if any; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

*B. Review of Applications:*

- 1. Engineer will, within 10 days after receipt of each complete Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. That Engineer is legally liable or responsible for any defects in the Work performed by the Contractor; or
  - c. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the Monies paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
  - e. there are other items warranting a set-off against the amount requested by Contractor, including, but not by way of limitation, errors or overpayments on prior payments to Contractor.

*C. Payment Becomes Due:*

1. Within thirty (30) days after receipt of a Contractor's Request for Payment with Engineer's recommendation, the Owner shall:
  - a. Pay the Application for Payment as recommended by the Engineer.
  - b. Pay such other amount as Owner decides is due the Contractor, informing the Contractor and Engineer in writing stating the reasons for paying the amended amount.

- c. Withhold payment informing the Contractor and the Engineer of his reasons for withholding payment.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
  - e. Failure of the Contractor to make payments due to Subcontractors, material suppliers, or employees.
  - f. Damage to another Contractor or any allegations of damage caused to another Contractor
  - g. The Owner reasonably believes that the Contractor cannot complete the Work within the Contract Price.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

E. Other Payment to Contractor Provisions

1. **Credit for Uncorrected Work:** Should the Owner direct the Contractor to leave uncorrected Work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.
2. **Payment for Removal of Rejected Work and Materials:** The removal of Work and materials rejected in accordance with paragraph 13.06.A of the Modified General Conditions and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the Work of other contractors destroyed or damaged by

the removal of the rejected Work or materials and the subsequent replacement of acceptable Work.

- a. Removal by Owner: Removal of rejected Work or materials and storage of materials by the Owner, in accordance with paragraph 13.09.A of the Modified General Conditions, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall review the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.
  1. If after the performance of such Substantial Completion Review, Engineer determines that the Work is not substantially complete, Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineers fees and expenses) incurred by the Owner as a result of each such failed review thereafter.. Contractor covenants and agrees that Owner may retain, deduct, and/or offset monies due to the Owner pursuant to this Paragraph 14.04.B.1 from monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such monies shall not be subject to any notice or claim provisions of the Contract Documents.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a proposed certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the proposed certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the proposed certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete,

Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised list of items to be completed or corrected) reflecting such changes from the proposed certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the proposed certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the final certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is fully complete, inclusive of all requirements of the Contract, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
1. If after the performance of such final completion inspection, Engineer determines that punch list items, site or project cleanup activities remain or the Work is otherwise not fully complete in accordance with all of the requirements of the Contract Documents, Contractor shall be liable to Owner for any and all costs and expenses (including, but not limited to, Engineer's fees and expenses) incurred by the Owner as a result thereof. Contractor covenants and agrees that Owner may retain, deduct, and/or offset Monies due to the Owner pursuant to this Paragraph 14.06.A.1 from Monies due to Contractor under the Agreement. Contractor further covenants and agrees that Owner retains the right to make such deduction or offset at any time prior to and including final payment and that the imposition and the deduction and/or offset of such Monies shall not be subject to any notice or claim provisions of the Contract Documents.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

4. Contractor must submit to the Engineer within thirty (30) days of the Final Completion date, all Maintenance and Operating Manuals, schedules, guarantees, equipment test reports, and record drawings noting all changes during construction. Failure to submit all items listed will give cause to the Engineer to deny final payment recommendation to the Owner.

*B. Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

*14.08 Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

## 14.09 *Waiver of Claims*

### A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### 15.01 *Owner May Suspend Work*

- #### A.
- At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- #### A.
- The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- #### B.
- If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);



- C. Upon receipt of a notice of termination for convenience, Contractor shall immediately, in accordance with instruction from Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph 15.03.B:
1. Cease operations as specified in the notice;
  2. Place no further order and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;
  3. Terminate all subcontracts and orders to the extent they relate to the Work terminated;
  4. Proceed to complete the performance of Work not terminated; and
  5. Take actions that may be necessary, or that Owner may direct, for the protection and preservation of the Work.
- D. Upon such termination, Contractor shall recover as its sole remedy payment of the percentage of the Contract Price equal to the percentage of the Work performed satisfactorily and not previously paid for as determined by the Engineer. Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- E. Owner shall be credited for:
1. Payments previously made to Contractor for the terminated portion of the Work;
  2. Claims which Owner has against Contractor under the contract; and
  3. The value of the materials, supplies, equipment, or other items that are to be disposed of by contractor that are part of the Contract Price.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

If this project is a State Construction Project and/or for a public Owner, Dispute Resolution shall be governed by RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN NORTH CAROLINA PUBLIC CONSTRUCTION PROJECTS adopted February 26, 2002.

If the project is a private project, Dispute Resolution shall be as follows:

- A. Either Owner or Contractor, when mutually agreed to by both parties, may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the North Carolina Rules of Mediated Settlement Conferences then in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the Engineer and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  1. Files for Arbitration in accordance with the N.C. Arbitration Act, which arbitration shall be governed by the current Construction Arbitration rules of the American Arbitration Association; or
  2. Agrees with the other party to submit the Claim to another dispute resolution process;

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these Modified General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these Modified General Conditions.

# GENERAL CONSTRUCTION

## STANDARDS & SPECIFICATIONS MANUAL



### MOORE COUNTY PUBLIC WORKS DEPARTMENT

**ORIGINAL PUBLICATION:** October 2012

**REVISED:** January 2015  
January 2016

## PREFACE

These standards are for design and construction of utilities, which will come under the jurisdiction of Moore County Public Works (MCPW). **These standards alone do not constitute a complete set of construction documents. The owner's or developer's Professional Engineer is responsible for providing plans that encompass all the needs of the project and comply with the standards within this manual.**

The standards do not include a complete commentary on methods or installation and detailed information or quality of workmanship in place. The owner's or developer's Professional Engineer must include detailed information on methods of construction and should expand on the testing and any of the special requirements to the engineer's satisfaction, subject to the approval of MCPW.

From time to time, these standards will be amended and/or expanded at the pleasure of the MCPW Engineering Division. It will be the responsibility of the owner or developer to contact the MCPW to obtain updated standards.

There may be circumstances whereby the design engineer may wish to propose changes or modifications to these standards, when this occurs permission from the County Engineer shall be obtained prior to submission to NCDEQ.

### **Disclaimer**

To the best of their ability, the authors have insured that material presented in this manual is accurate and reliable. The design of engineered facilities, however, requires considerable judgment on the part of designer. It is the responsibility of the design professional to insure that techniques utilized are appropriate for a given situation. Therefore, neither Moore County Public Works, nor any author or other individual, group, etc., associated with production of this manual, accepts any responsibility for improper design, any loss, damage, or injury as a result of the use of this manual.

# MANUAL 2

## GENERAL CONSTRUCTION

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## **MANUAL 2 – GENERAL CONSTRUCTION STANDARDS AND SPECIFICATIONS**

### **1. ARCHAEOLOGICAL**

If the Contractor, during the prosecution of work, encounters an unidentified archaeological or other cultural resource within the work area, the Contractor shall immediately stop work and notify the Engineer.

### **2. CONSTRUCTION LIMITS**

All trash, forms of debris, and other foreign material shall be cleared from around all pipes and structures before backfilling.

Backfilling shall be kept up with the pipe laying to the satisfaction of the Engineer.

Backfilling around the pipe and to a depth of at least 12 inches above the top of pipe shall be hand compacted. Only select material containing no rocks or other objectionable material shall be used for this portion of the backfill. As soon as the material is placed, it shall be cut under the haunches of the pipe with a shovel and thoroughly compacted with mechanical tamps from 12 inches above pipe to ground level for the full width of the trench to provide support for the bottom and sides of the pipe. Back filling shall be carried up evenly on both sides.

Excess material shall be promptly removed from the site, and the pavement or road surface cleaned of objectionable material. The pavement and/or road surface shall be cleaned daily with a mechanical broom and/or washed, if required by the Engineer.

The Contractor shall be responsible for all final grades of all trenches and shall leave the same flush with the original ground after all settlement has taken place. Trenches must be protected against scour due to surface drainage. The Contractor shall correct any future settlement within the warranty period at his own expense.

### **3. DAMAGES AND COMPLAINTS**

The Contractor shall provide protection which, in the opinion of the Engineer, will prevent damage to the property, such as lawns, roads, fences, buildings, drains, bridges and utilities by his equipment, and shall assume sole responsibility for damages thereby incurred and shall notify the County Engineer immediately if and when damage occurs. The County Engineer shall be promptly notified of all utilities that are broken by the Contractor's operations and immediate arrangements made for repairs. Damage to property shall be repaired to a condition that is as good as, or better than original.

The Contractor shall promptly comply with all reasonable requests of the landowners and tenants relative to access to right-of-way and to general conduct of his work; however, he shall not enter into any agreements with property owners or tenants on other matters such as the saving of logs or firewood or the disposal of brush without prior approval of the County Engineer. In cases of disagreement between any landowner or tenant and the Contractor, the Contractor shall notify the County Engineer immediately and shall not perform any further operations against the objections of the property owner or tenant without prior approval of the Engineer.

#### **4. DUST CONTROL**

The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, or appearance of any property. The Contractor will provide dust control measures as directed by the Engineer.

#### **5. PRELIMINARY WORK**

**A. Work Area:** Adequate working space shall be cleared along the pipe and space shall be provided for control stakes and hubs. Trees and permanent structures not located within the right-of-way shall be removed only as directed by the Engineer.

**B. Vegetation and Ornamental Items:** The Contractor shall be fully responsible for protection of or removal and replacement of ornamental trees, shrubs and grasses, decorative items such as retaining walls and all other items with no additional payment or compensation.

**C. Clearing and Grubbing:** Clearing and grubbing shall be performed in areas indicated and where required for construction. It shall include the complete removal and disposal of all brush, weeds, timber, stumps, rubbish and all other obstructions. In clearing and grubbing areas where excavation is done, all timber, roots, or stumps removed that are exposed by said excavation shall be removed to a depth of one foot below the excavated surface.

**D. Disposal of Cleared and Grubbed Material:** All refuse from the clearing and grubbing operation shall be disposed of in compliance with Town, County and State regulations.

#### **6. TRAFFIC CONTROL AND WORK ZONE SAFETY**

##### **A. Controlling Agencies**

The Contractor shall maintain traffic control during construction and provide, install, and maintain all traffic control devices in accordance with the project guidelines, the Project Special Provisions, North Carolina Department of Transportation "Standard Specifications for Roads and Structures", the current edition of the "Manual of

Uniform Traffic Control Devices” (MUTCD) and any special local laws or ordinances.

**B. Traffic Control Methods**

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

**C. Lane Closures**

Traffic movement through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures.

**D. Dress Code**

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket and hat or helmet which meets the color requirements of the “Manual of Uniform Traffic Control Devices” (MUTCD).

**E. Regulations**

Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property.

**F. Improper Control**

Failure to comply with any of the requirements for safety and traffic control of these standards and specifications shall result in suspension of work.

**7. UNLOADING & STORAGE OF MATERIALS**

The unloading and loading of all pipe, fittings, and other accessories shall be in accordance with manufacturer’s recommended practices and shall at all times be performed with care to avoid any damage to the material. All such material shall not be stored directly on the ground, but shall be on pallets or other suitable supports so as to prevent the entry of mud and debris in pipe or other materials.

Once on the job site, all materials shall be stored in accordance with the manufacturer’s recommended practices, and within the limits of the Project site.

**8. TRENCH EXCAVATION & PREPARATION**

**A. Trench Dimensions**

The pipe trench shall be excavated to the line and gradient shown on the approved drawings. The minimum width of the trench as measured at the top of the pipe shall be the outside diameter of the pipe barrel, plus 6 inches on each side. The maximum trench width measured at the top of the pipe shall not exceed the outside diameter of the pipe barrel, plus 12 inches on each side. Where pavement is to be cut, it shall be cut in advance of trenching 12" wider than the specified width of the trench on each side. See STD. No. GC-1 & GC-2 for details.

The length of trench which may be open ahead of pipe laying operations shall be no more than 100 feet and no less than 20 feet unless warranted by special circumstances, and then only upon approval of the Engineer.

Depth of cover shall not be less than 3 feet for pipe up to 8 inches in diameter and 3 feet – 6 inches for pipe 10 inches and larger in diameter, measured to the top of pipe, unless shown differently on the profile plans or authorized by the Engineer.

**B. Poor Soil Conditions**

Where soil conditions prohibit vertical walls, the trench width shall be sloped per OSHA standards. Where soil conditions prevent ditch excavation without excessive widths, or where directed by the Engineer, hydraulic shoring or a suitable reinforced steel trench box shall be employed.

**C. Trench Bottoms**

Trench bottoms shall be hand graded to provide uniform and continuous bearing for the pipe along its entire length, with bell holes being dug for pipe bells. No ridges, sags, or undercutting will be allowed. Excess excavation below grade shall be backfilled with suitable material which shall be thoroughly tamped.

If approved by the Engineer and subject to suitable soil conditions, the trench may be excavated a few inches below the established subgrade and backfilled with select material (from the excavation, if available) well compacted and so shaped as to give the pipes uniform bearing throughout their lengths at the established grade. Bell holes shall be dug to relieve the bells of load and to provide for completion of the joints.

**D. Unstable Material**

Where the material at grade is unstable, soft, and incapable of supporting the pipe, the trench shall be excavated below grade, as directed by the Engineer, and refilled to grade with stone or gravel to form a firm foundation for the pipe. Stone shall be compacted and graded to provide a stable foundation and a uniform bearing for pipe. Bell holes shall be provided as in other types of foundations.

**E. Disposal of Material**

When authorized by the Engineer, the Contractor shall dispose of material excavated from the trench that is unsuitable for backfill material. The Contractor shall provide and place select borrow material to replace unsuitable material for backfilling the trench as directed.

#### **F. Ground Water**

Should ground water be encountered in the bottom of the trench, causing the trench bottom to be unstable, the material, as directed by the Engineer, shall be excavated below grade sufficiently, 8 inches minimum, to allow a bed of crushed rock or gravel to be placed in which to bed the pipe. No. 57 stone shall be placed up to the spring line of the pipe. The work shall be done as for unstable foundations. The depth of cut below grade shall be only the minimum amount to accomplish the purpose, and shall be as directed by the Engineer.

The Contractor shall furnish all machinery for pumping, bailing, and/or well pointing and shall pump, bail, or otherwise remove any water which may be found or shall accumulate in the trenches. The disposal of water after removal shall be satisfactory to the Engineer.

#### **G. Utilities**

All existing water, sewer, and gas mains, buried electrical and telephone cable, and other known utilities intersecting the pipe in construction, if requested by the Engineer, shall be uncovered by the Contractor at his expense and exposed to the Engineer at least 100 feet ahead of pipe laying operations to insure the correctness of grades.

The Contractor shall at all times take necessary precautions in preventing gutters, catch basins, ditches and other drainage facilities from being clogged that might cause flooding conditions and damage to public or private properties.

#### **H. Rock Excavation**

In the event rock is encountered, the trench shall be excavated to a depth of not less than 6 inches beneath the bottom of the pipe and then refilled with No. 57 stone. For ductile iron pipe, the bedding may be other native granular soil as may be approved by the Engineer. The trench width in rock excavation shall be as previously specified. All rock excavation shall be disposed off-site and select fill shall be used in backfilling the trench.

#### **I. Blasting Procedures**

Blasting for trench rock may be initiated only after the permitting requirements are met by the local governing body.

Blasting Procedures shall conform to all applicable local, State, and Federal laws and ordinances. The Contractor shall take all necessary precautions to protect life and property, including the use of an approved blasting mat where there exists the danger of throwing rock or overburden. The Contractor shall keep explosive materials which are needed on the job site in specially constructed boxes provided with locks. These boxes shall be painted red and plainly identified as to their contents. After working hours, the boxes containing explosive material shall be removed from the job site.

Failure to comply with this specification shall be grounds for suspension of blasting operations until full compliance is made. No blasting shall be allowed unless a galvanometer is employed to check cap circuits. Where blasting takes place within 500 feet of a utility, structure, or property which could be damaged by vibration, concussion, or falling rock, the Contractor shall be required to keep a blasting log containing the following information for each and every shot:

1. Date of shot
2. Time of shot
3. Explosive Specialist's name
4. Number and depth of holes
5. Approximate depth of overburden
6. Amount and type of explosive used in each hole
7. Type of caps used (instant or delay)
8. The weather

This blasting log shall be made available to the Engineer upon request and shall be kept in an orderly manner. Compliance by the Contractor with these specifications does in no way relieve him of legal liabilities relative to blasting operations.

The Engineer reserves the right to require removal of rock by means other than blasting where any utility, residence, structure, etc. is either too close to, or so situated with respect to the blasting hazardous.

#### **J. Shoring**

Shoring will be provided by the Contractor when the excavation will endanger existing structures, utilities, pavements, banks, and workmen. The shoring shall be constructed of adequate size members and the arrangement of members shall be suitable to withstand the earth pressure expected. Shoring, sheeting, and bracing that are utilized above the invert of the pipe shall be removed carefully during the backfilling process in order to prevent caving that might displace the pipe from the correct line and grade. When and where directed by the Engineer, sheeting may be left in place in the backfill with adequate braces to provide lateral support. Shoring shall be in accordance with OSHA regulation.

### **9. ENCASEMENT INSTALLATION**

#### **A. Boring and Jacking**

Boring and Jacking is performed with dry bores slightly larger than the pipe bored progressively ahead of the leading edge of the advancing pipe as spoil is mucked by the auger back through the pipe. As the dry boring operation progresses, each new section of encasement pipe shall be butt-welded to the section previously jacked into place.

If voids are encountered or occur outside the encasement pipe, grout holes shall be installed in the top section of the encasement pipe at 10-foot centers and the voids

filled with 1:3 Portland cement grout at sufficient pressure to prevent settlement within a traffic bearing area. In the event an obstruction is encountered during the boring and jacking operation, the auger is to be withdrawn and the excess pipe is to be cut off, capped, and filled with 1:3 Portland cement grout as sufficient pressure to fill all voids before moving to another boring site. See Std. No. GC-3 for detail.

Upon insertion of the pipe through the casing pipe, the ends of the encasing pipe shall be sealed with brick and mortar; adjustable stainless steel band or rubber casing seal. All seals shall be such as to withstand hydrostatic pressure from ground water, backfill loads and provide means to prevent the pipe from flooding within the easement pipe. Grouting procedure will not be allowed.

**B. Driving:** A metal pipe, normally no larger than 8 inches in diameter with or without a pilot shoe can be driven through compressible soils by a steady thrust or hammering. The pipe, after penetration, is pulled out and a same size pipe or encasement pipe is installed.

**C. Pneumatic Drilling:** A pit is dug at the entrance where a support frame is installed to hold the encasement pipe and provide the proper slope. A Pneumatic Vibrator is then fastened to the outside end of the pipe and with a continuous thrusting action drives the pipe near flush with the pipe wall. The vibrator is then removed and a second encasement pipe is welded to the existing pipe. The vibrator is fastened to the outside end of the second pipe and vibration continues until this pipe is flush with the pit wall.

After all needed pipe has been installed, a rag is placed within the pipe opening and a flat piece of metal, that is larger than the pipe opening, and has a small hole in the middle is spot welded to the pipe end section. Air is then forced into the pipe through the small plate opening which blows the material within the pipe out the other end where it is contained within a small pit that was constructed earlier.

**D. Casing Pipe**

Size: See Below

Carrier Pipe (inches)	Casing Pipe Minimum (inches)
4	10
6	12
8	16
10	18
12	20
14	22
16	24
18	26
24	32
30	38

Thickness and Strength: Steel pipe for casings shall be manufactured from steel having minimum yield strength of 35,000 psi, per ASTM A36/A36M, with the minimum wall thickness as shown below:

Pipe Sizes (inches)	Wall Thickness inches Roadway (inches)	Wall Thickness inches Railroad (inches)
4- 10	.188	.188
12-14	.188	.250
16	.250	.218
18	.250	.312
20	.250	.344
24	.250	.375
30	.312	.469
36	.375	.532
48	.500	.688

Casing under railroads: Railroad Crossing casing pipe to be 5 feet - 6 inches minimum from top of rail to top of Casing Pipe.

**E. Spider Support:** The carrier pipe shall be supported inside the casing pipe by metal Spiders. The Spiders shall be Epoxy Coated or Stainless Steel with polyethylene runners. There shall be a minimum of two Spiders per individual pipe length, one at each end of the pipe. The number can be increased as directed by the Engineer. See STD. No. GC-3 for detail.

## 10. DIRECTIONAL DRILLING

- A. Scope:** This section includes the installation of a water main or wastewater main by guided boring. The Contractor will furnish all labor, components, materials, tools and appurtenances necessary or proper for the performance and completion of the contract.
- B. General Description of Method:** Guided boring is a method of trenchless construction using a surface launched steerable drilling tool controlled from a mobile drilling frame, and includes a field power unit, mud mixing system and mobile spoils extraction system. The drilling frame is sited and aligned to bore a pilot borehole that conforms to the planned installation of the main. The drilling frame is set back from an access pit that has been dug (typically at the location of the proposed main or other appurtenance) and a high-pressure fluid jet toolhead that uses a mixture of bentonite clay and water is launched. Pits are normally dug at the start point and endpoint of the proposed pipe installation and are used to align the toolhead, attach other equipment, and to collect and remove excess spoils. Using an electronic guidance system, the toolhead is guided through the soil to create a pilot borehole. Upon reaching the endpoint joint, the toolhead is removed and a reamer with the product pipe attached is joined to the drill string and pulled back through the borehole. In large diameter installations, pre-reaming of the borehole will usually be done prior to

attaching the product pipe for the final pullback. A vacuum spoils extraction system removes any excess spoils generated during the installation. The connections, manholes or other appurtenances are then completed at both the start point and endpoint locations and the surface restored to its original condition. See Std. No. GC-4 for detail.

### **C. Site Conditions**

1. Drilling operations must not interfere with, interrupt or endanger surface, and activity upon the surface.
2. Contractor must comply with all applicable jurisdictional codes and OSHA requirements.
3. The Contractor shall conduct pre-bid and pre-drill investigations of each individual site. When rock stratum, boulders, underground obstructions, or other soil conditions that impede the progress of drilling operations are encountered, the Contractor shall change from a conventional drilling bit to one suitable for drilling in rock formations. This change in equipment shall be at no additional cost to the owner.

### **D. Drilling fluid**

1. Drilling fluid will be a mixture of water and bentonite clay. The fluid will be inert. The fluid should remain in the tunnel to ensure the stability of the tunnel, reduce drag on the pulled pipe, and provide backfill with the annulus of the pipe and tunnel.
2. Disposal of excess drilling fluid and spoils will be the responsibility of the Contractor who must comply with all relevant regulations, right-of-way, work space and permit agreements. Excess drilling fluid and spoils will be disposed at an approved location.
3. The Contractor is responsible for transporting all excess fluid and spoils to the disposal site and paying any disposal costs. Excess drilling fluid and spoils will be transported in a manner that prevents accidental spillage onto roadways. Excess drilling fluid and spoils will not be discharged into sanitary or storm drain systems, ditches or waterways.
4. Fluid returns (caused by fracturing or formations) at locations other than the entry and exit points will be minimized. The Contractor will immediately clean up any drilling fluid that may surface through fracturing.
5. Mobil spoils removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing will be present during drilling operations to fulfill the requirements of paragraphs 2 and 3 above.

6. The Contractor will be responsible for making provisions for a clean water supply for the mixing of drilling fluid.

**E. Dewatering**

1. The Engineer shall be notified immediately if any obstruction is encountered that stops the forward progress of drilling operations.
2. Dewatering of pits and excavations must meet the general provisions and specifications for new water main construction as defined by MCPW. The type of dewatering method will be at the option of the Contractor. When water is encountered, the Contractor must provide a dewatering system of sufficient capacity to remove water, keeping any excavations free of water until the backfill operation is in progress. Dewatering shall be performed in a manner so that removal of soil particles is held to a minimum.

**F. Guided Boring Operations**

1. Equipment:
  - a. The drilling equipment must be capable of placing the pipe within the limits indicated on the contract plans.
  - b. Guided boring equipment shall consist of a surface launched steerable drilling tool controlled from a mobile drilling frame, and include a field power unit, mud mixing system and mobile spoils extraction system.
  - c. The number of access pits shall be kept to a minimum and the equipment must be capable of boring the following lengths in a single bore. The guided boring system will have the capability of boring and installing a continuous run without intermediate pits of a minimum distance per the pipe manufacturer’s guidelines and recommendations.
  - d. The guidance system shall have the capability of measuring vertical (depth) position, horizontal position and roll. The guidance system must meet the following specifications in soft homogenous soils:

Accuracy

Vertical position:	1 inch at	18-96 inches of depth
	2 inches at	97-144 inches of depth
	4 inches at	145-180 inches of depth
	6 inches at	181-300 inches of depth
	10 inches at	301-480 inches of depth

Horizontal position:	2 inches at	18-96 inches of depth
	4 inches at	97-180 inches of depth
	6 inches at	145-180 inches of depth
	12 inches at	181-300 inches of depth
	24 inches at	301-480 inches of depth

f. Required Safety Equipment:

During drilling operations all equipment shall be effectively grounded and incorporate a system that protects operating personnel from electrical hazards. The system shall be equipped with an audible alarm that can sense if contact is made with an energized electric cable. Proper operation of the alarm system will be confirmed prior to the drilling of each tunnel. All equipment will be connected to ground with a copper conductor capable of handling the maximum anticipated fault current. Crew members operating drilling equipment and handling rods will do so while standing on grounded wire mesh mats, ensuring that all equipment is grounded, and wearing hot boots, hot gloves, safety glasses and hard hats. Crew members operating handheld locating equipment will wear hot boots.

2. Pilot Hole Boring:

- a. The entry angle of the pilot hole and the boring process will maintain a curvature that does not exceed the allowable bending radii of the drilling equipment and product pipe.
- b. The Contractor shall follow the pipe alignment as shown on the Drawings and specifications. If adjustments are required, the Contractor shall notify the Engineer for approval prior to making the adjustments.

3. Installing Product Pipe:

- a. Water mains crossing streams shall be of HDPE, DR-9, 250 psi or Fusible C-900 PVC pipe, DR-18, 200 psi. The pipe shall be directional drilled at sufficient depth to provide a minimum of 5 foot of cover between the top of pipe and stream bed. There should be a minimum of two feet (2 feet) clearance between any utility crossing and a minimum of three feet (3 feet) of cover from any surface area.
- b. HDPE or PVC and Mechanical Joint Pull Assembly shall be as shown in Std. No. GC-4. HDPE and DIP Transition Assembly shall be as shown in Std. No. GC-5.
- c. Reaming diameter will not exceed 1.5 times the diameter of the product pipe being installed.

- d. The pipe being pulled into the tunnel will be protected and supported so that it moves freely and is not damaged by stones and debris on the ground during installation.
  - e. Pullback forces will not exceed the allowable pulling forces for the product pipe.
  - f. The Contractor shall allow sufficient lengths of product pipe to extend past the termination point to allow connections to the diffuser assembly. Pulled pipe will be allowed 30 days of stabilization prior to making tie-ins.
  - g. Valves shall be provided at both ends of the ductile iron section of the bore so that the section can be isolated for testing or repair. The valves shall be easily accessible and not subject to flooding.
- 1. After installation:
    - a. A plan and profile shall be provided from entry to exit for each directional bore.
    - b. All bore sections shall be hydrostatically tested per specification standards upon completion of installation and prior to placing the pipe on-line.
    - c. This standard is also applicable to wetlands or any applications where directional bore is needed.

#### 5. Clean-up

The Contractor shall maintain the work site in a neat and orderly condition throughout the period of work and after completing the work at each site, remove debris, surplus material and temporary structures erected by the Contractor. The site shall be restored to a condition equal to the existing condition prior to being disturbed.

## 11. PAVEMENT REMOVAL AND REPLACEMENT

### A. Pavement Cut

All pavements shall be neatly cut to a straight edge in advance of trenching with the method of cutting being subject to approval of the Engineer. Pavement shall be cut 12" wider than the excavated area on each side. Ragged or irregular edges will not be allowed and work completed with barred edges shall be redone. Concrete pavement shall be sawed with suitable concrete saw cutting equipment. See Std. No. GC-1 and GC-2.

**B. Sub base**

Trench backfilling shall be done in layers not over 6 inches thick and thoroughly compacted to within 8 inches of pavement surface. Compaction shall be such as to prevent future settlement and shall be done by acceptable means, approved by the Engineer. Rolling with rubber tired vehicles or track-type equipment will not be allowed. Compaction shall be at least 95 percent of minimum compaction.

**C. Base**

The base shall be filled with 8 inches crusher run stone or ABC for the length of the pavement, plus 8 inches beyond the existing pavement on each end. This stone shall be compacted to 100 percent minimum compaction, for Secondary Highways, City Streets and Driveways.

Primary Highways require 6 inches of Asphalt Concrete Base Course or as directed by N.C. Department of Transportation or Town.

**D. Surface**

1. Asphalt Replacement: The edges of the asphalt shall be trimmed to a new face and mopped with asphalt cement. The asphalt surface shall be placed and thoroughly rolled to a smooth, dense surface true to adjacent areas of the street. The asphalt surface course shall consist of 2 inch minimum Type SF-9.5A bituminous concrete surface course in accordance with N.C. Department of Transportation Specifications.
2. Concrete Replacement (Roadways): Concrete replacement shall be performed in accordance with N.C. Department of Transportation "Standard Specifications for Roads and Structures".

**E. Maintenance:**

Cut areas shall be maintained by the Contractor in a safe, passable condition until paved. Should the area create a dusty condition, the Contractor shall remedy this condition by the use of water. Special care shall be given to the areas cut in traffic lanes and intersections by placing crushed stone and maintaining in a smooth condition at the Contractor's expense.

**12. SERVICES AND UTILITIES, REPAIRS TO DAMAGES**

Repairs to damaged services and utilities shall be promptly made at the Contractor's expense. The contractor shall use every effort to avoid damaging or breaking water, sewer, gas, power, telephone, or other utility service. Utility mains shall be properly supported across the pipe trench until backfilling is completed. Should damage occur, immediate action shall be initiated for satisfactory repairs. All repair work shall be satisfactory to the Owner of the damaged utility.

**13. SIDEWALK REMOVAL AND REPLACEMENT**

**A. Removal**

Where pipe is to be placed under existing concrete sidewalk, the concrete shall be removed in construction units unless their length is more than 10 feet, in which case the concrete shall be cut. The backfill shall be thoroughly compacted for the entire depth of the trench.

**B. Replacement**

The sidewalk shall be replaced with 3000 psi. concrete, 4 inches thick, except for driveways where it shall be 6 inches thick. The concrete shall be placed monolithic and dressed off with a wooden float, brush and edging tool. Where pipe is to be placed under concrete walk, the Contractor may, with the permission of the Engineer, install the pipe by tunneling instead of removing and replacing the walk or driveways. If pipe is to be placed under curb and gutter, it shall be done by tunneling, unless other methods are approved by the Engineer.

**C. Maintenance**

The Contractor shall be responsible for removing and replacing items such as mail boxes, fences, shrubbery, walls, steps, and any other private ornamental items that are in direct conflict with the construction.

**14. SEEDING/TURFING and EROSION CONTROL**

**A. Seeding:** Seed shall be furnished and sowed as follows, all mixtures and ratios are based on a per acre application rate:

**All Roadway Areas**

March 1 - August 31		September 1 - February 28	
50 lbs	Tall Fescue	50 lbs	Tall Fescue
10 lbs	Centipede	10 lbs	Centipede
25 lbs	Bermudagrass (hulled)	35 lbs	Bermudagrass (unhulled)
500 lbs	Fertilizer	500 lbs	Fertilizer
4,000 lbs	Limestone	4,000 lbs	Limestone

**Waste and Borrow Locations**

March 1 – August 31		September 1 - February 28	
75 lbs	Tall Fescue	75 lbs	Tall Fescue
25 lbs	Bermudagrass (hulled)	35 lbs	Bermudagrass (unhulled)
500 lbs	Fertilizer	500 lbs	Fertilizer
4,000 lbs	Limestone	4,000 lbs	Limestone

Note: 50 lbs of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer’s request.

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

On cut and fill slope 2:1 or steeper, Centipede shall be applied at the rate of 5 lbs per acre and add 20 lbs of Serica Lespedeza from January 1 – December 1.

Fertilizer shall be 10-20-20 analysis. Upon written approval from the County Engineer, a different analysis may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of plant food as a 10-20-20 analysis.

Quantities stated are in terms of total seed of the specified quantity.

The three types of seed shall be mixed thoroughly prior to sowing.

All sowing of seed shall be completed within the time limit of the contract, or unless otherwise authorized by the Engineer. All seed shall be covered to an average depth of one-fourth (1/4) inch.

- B. Lime:** The quantity of lime and all operations in connection with the furnishing of this material shall comply with the requirements of the North Carolina Lime Law and regulations adopted by the North Carolina Board of Agriculture.

During the handling and storing, the lime shall be cared for in such a manner that it will be protected against hardening and caking. Any hardened or caked lime shall be pulverized to its original condition before being used.

Lime shall be applied at the rate of 4,000 lbs. per acre and mixed thoroughly with the topsoil, as the seedbed is prepared.

- C. Fertilizer:** Applying Fertilizer – Fertilizer shall be distributed at the rate to provide 500 pounds per acre (Complete mix fertilizer – 10 parts nitrogen 20 parts phosphoric acid and 20 parts potash), after topsoil is returned to the area and thoroughly mixed with the topsoil immediately before planting.
- D. Establishing Turf:** The establishment period shall continue for 6 months from the date of seeding. The Contractor shall be responsible for maintenance, protection, repairing and resulting re-seeding and re-fertilization for 6 months after initial seeding. No direct payment will be made for this work.
- E. Mulching:** Where indicated on the plans or as described in encroachment agreements, mulch shall be applied as described herein.

1. Materials:

- a. Mulch Material: Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Low grade, musty, spoiled, partially rotted hay, straw, or other materials unfit for animal consumption will be acceptable. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding or to surrounding farmland, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advance stage of decomposition as to smother or retard the planted grass, will not be acceptable.
- b. Straw: Straw shall be the threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed as approved by the Engineer.
- c. Asphalt Binder: Asphalt binder material shall conform to the requirements of AASHTO M140. Type SS-1. or RS-1 as appropriate.

2. Mulching:

Before spreading mulch, all large clogs, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch shall be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled and evenly applied on the area shown on the plans or designated by the Engineer. Straw shall be spread over the surface to a uniform thickness at the rate of three (3) tons per acre to provide a sole depth of not less than 1-1/2 inches nor more than three (3) inches. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95 percent of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than 1 inch or more than 2 inches.

3. Securing Mulch:

The mulch shall be placed by asphalt binder on all slopes greater than 3 to 1 or as directed by the Engineer. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied.

#### 4. Care and Repair:

- a. The Contractor shall care for the mulched area until final acceptance of the project.
- b. The Contractor shall be required to, at his expense, repair or replace any mulching that is defective or becomes damaged until the project is finally accepted.
- c. If the “Asphalt Spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. Bituminous binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope.

#### **F. Manicured Areas (Sod)**

1. Scope: The goal of sodding, where specified, is to return disturbed manicured lawns to their original vegetative condition, and to return the area to an aesthetically pleasing environment.

Vegetative restoration (sodding or seeding) shall be done as the work progresses.

All existing ornamental grass stands (commercial or private lawns) may be carefully taken up, protected and replaced to their original condition or the Contractor may elect to install new sod or the same type. In most instances the areas requiring sod restoration should be readily determinable by the Contractor based on preconstruction conditions. Questionable areas shall be restored in the manner (sodded or seeded) determined by the Engineer to be appropriate.

Any area disturbed without Owner authorization will be restored by the Contractor at his own expense. In all cases the Contractor will guarantee a stand of grass over the entire area.

The work to be done to acquire the necessary vegetative cover shall include but is not specifically restricted to appropriate tilling of the area, the application of fertilizer and lime for area to be seeded, placement of sod, or sowing of seed and placing of straw mulch to hold the seed and soil in place until germination and growth occur.

After bringing the area to be sodded or seeded to proper grade, the entire area shall be tilled to a minimum depth of 4 inches by disking, harrowing or other approved means.

Following tilling, all large debris and stones shall be removed to the satisfaction of the Engineer and the surface leveled.

The Contractor shall provide general care for the restored areas as soon as the sod has been laid (or seeded and mulched), and such care shall continue until final inspection and acceptance of the work. All restored areas shall be protected against traffic or other use by warning signs or barricades approved by the Engineer.

2. Sodding: Sod furnished by the Contractor shall have good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70 percent of the plants in the cut sod shall be composed of the existing lawn species, and any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not more than 2 inches.

The sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches. Sod sections or strips shall be cut in uniform widths, not less than 10 inches and in lengths of not less than 18 inches are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stored in an unrolled condition, irrigated, and protected from exposure to air drafts and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, permission to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the Engineer, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitchforks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, Commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into

contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen when replacing it shall work from ladders or treated planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sod sections. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil after compaction shall be set approximately 1 inch below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around the manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than 1 vertical to 2 ½ horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches in length and have a cross-sectional area of not less than ¾ square inch. The pegs shall be driven flush with the surface of the sod.

Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

#### **G. Permanent Erosion Control:**

1. All disturbed areas shall be dressed to typical sections and plowed to a depth of 5 inches. The top 2 inches shall be pulverized to provide a uniform seedbed. NOTE: Lime should be applied before plowing operations.
2. Lime, seed, and fertilizer shall be applied with necessary equipment to give uniform distribution of these materials.
3. Seeding area shall be cultipacked to firm seedbed and cover seed.
4. Grain straw shall be applied over seeded areas as a mulch base. Ground shall not be visible when riding by a mulched area if proper application is achieved. Thick clumps of straw are not permissible if a uniform coverage is expected.
5. Mulched area shall be tacked with asphalt when required to hold straw in place.
6. Ditch treatment shall be used in areas where steep grades could cause ditch erosion. Use of jute matting or excelsior matting is acceptable. Ditch treatment should be installed before mulching operation.

7. The use of temporary erosion control measures shall be included to prevent siltation of waterways and adjacent property. The use of silt basins, brush barriers, and temporary seeding, and mulching, as needed is recommended.

**H. Sedimentation and Erosion Control:** The Contractor is instructed to control sedimentation runoff by methods approved by the Engineer during the course of construction of the project. The Contractor is reminded that all work shall meet all applicable requirements of the rules and regulations of erosion and sediment control as published by the Department of Environmental Quality and, North Carolina Sedimentation Control Commission. The payment for construction of all erosion control measures as shown on the plans shall not be paid directly but shall be included in the cost per linear foot for the installation of pipe as noted in the Schedule of Bid Items. The construction sequence for sedimentation and erosion control is as follows:

1. Begin pipe laying activity.
2. Disturbed areas shall be seeded and mulched as per the specifications within 15 working days of pipe installation on all portions of the project. Approval of final grade for disturbed areas must be received from Engineer prior to seeding and mulching.
3. Install erosion control device(s) as detailed in project plans and as directed by the Engineer.
4. When construction is complete and all areas are stabilized, call for inspection by the Engineer.
5. When the site is approved, remove temporary erosion control measures and seed and mulch resulting disturbed areas.
6. When vegetation is established call for final site inspection.

**I. Mowing:** No mowing will be required, unless directed by the Engineer.

## **15. FENCES AND GATES**

The Contractor shall not cut temporary openings or take down fences until he has contacted the property owner, tenant or occupant and arranged the ingress and egress to the right-of-way. All fences and gates removed for construction shall be replaced in like kind by the Contractor. Payment for fence and gate removal and replacement shall be by the Contractor.

In each case where the fence is opened, braced posts shall be installed capable of holding the tension in the fence wires so that the adjacent fence spans will not become slack. Where temporary openings are immediately adjacent to the corner post, the fence shall be

firmly attached to the brace post, and the fence wire shall be removed or cut at the corner post. At other locations the fence openings shall be made by cutting the wires near one of the brace fence posts. In both the above cases, a gate shall be installed by the Contractor.

The Contractor shall be held responsible for damages to crops, livestock, or other property caused by his failure to keep fences, gates, and gaps in proper condition. Damage claims resulting from the Contractor's negligence with respect to construction and maintenance and use of these gates, fences and gaps shall be the Contractor's full responsibility. The continuity of electric fences shall be maintained at all times.

## **16. CLEANUP**

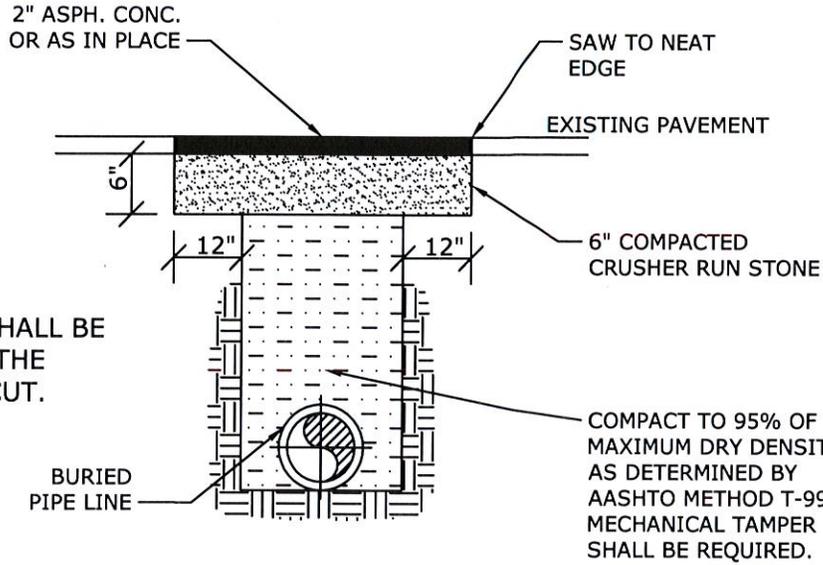
All pipe work areas and other work areas shall be cleaned up, restored and left in satisfactory condition.

### **A. Roadway Cleanup:**

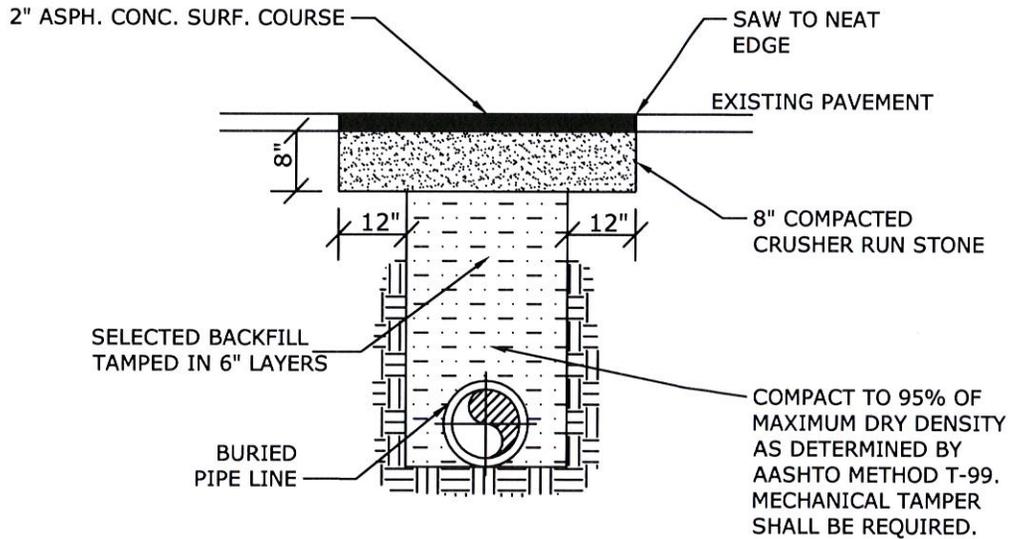
Cleanup of work along highways or roads shall be made immediately upon completion of the backfill operation. Ditching and pipe installation shall be stopped at any time that cleanup work lags and shall not be resumed until cleanup progress is satisfactory to the Engineer. Final cleanup and condition of the work area shall be subject to the approval of the N.C. Department of Transportation, and the Engineer.

### **B. Cross-Country Cleanup:**

Cleanup of work for cross-country locations shall follow immediately upon the completion of any major part of the work or upon instructions of the Engineer. Topsoil shall be replaced on all areas disturbed by the pipe work throughout the length of the pipe, and to the full satisfaction of the property owner. Topsoil may be removed from the line of work and stockpiled for future use. It shall be carefully removed, stockpiled, protected, spread, dressed up, and the entire right-of-way left in a condition acceptable to the Engineer and property owner. If topsoil is not stockpiled and protected, suitable, approved material from other sources shall be provided. Where the pipe is located on pasture land, grassed areas, or roadway shoulders, grass shall be replaced.



**SECONDARY HIGHWAYS & CITY STREETS**



**PRIMARY HIGHWAYS**

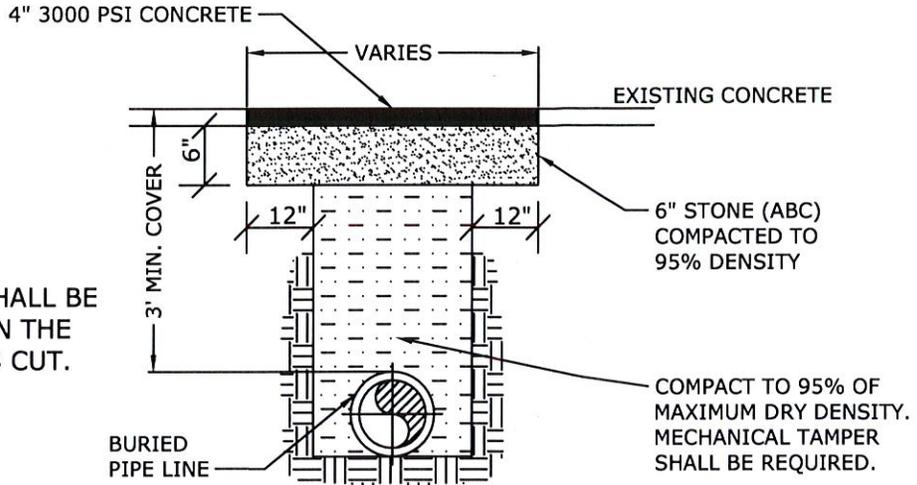
TRANSVERSE AND LONGITUDINAL CUTS

**PAVEMENT REPAIRS FOR NCDOT ROAD OPEN CUTS**

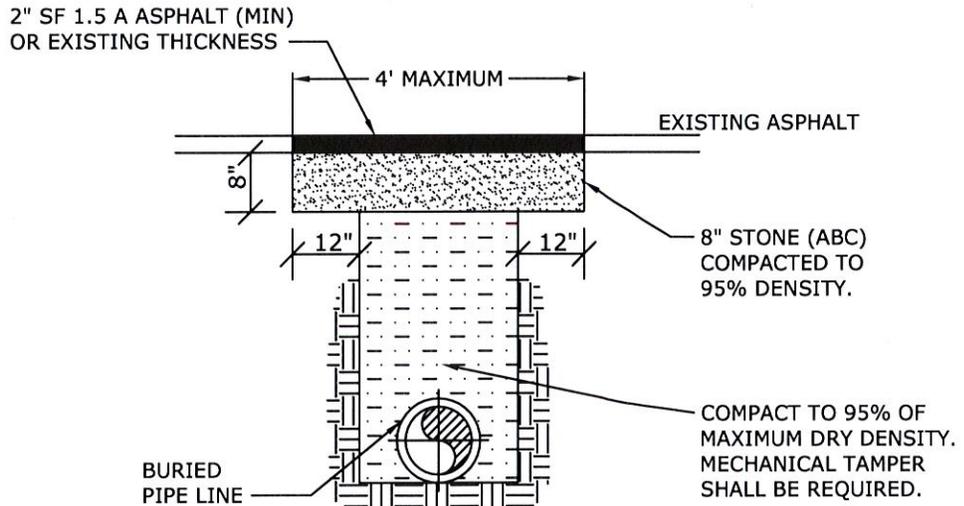
NOT TO SCALE

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	ROADWAY PAVEMENT OPEN CUT & PATCH	STD NO. GC-1
DATE	DESCRIPTION			

NOTE: ALL PAVEMENT SHALL BE REPAIRED WITHIN THE SAME WEEK IT IS CUT.

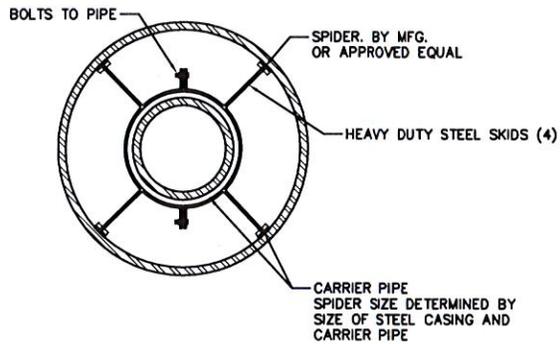
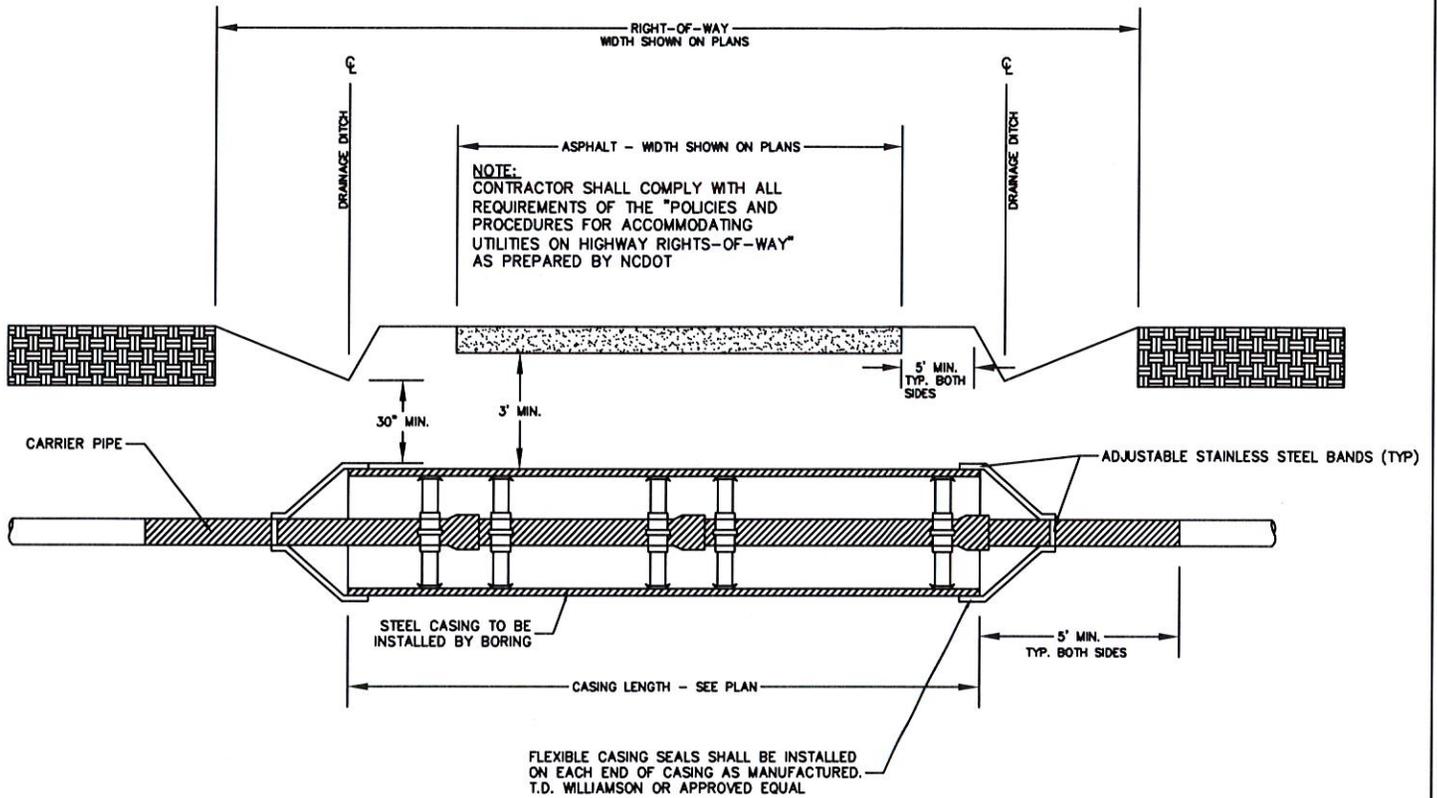


CONCRETE DRIVEWAY OPEN CUT AND PATCH

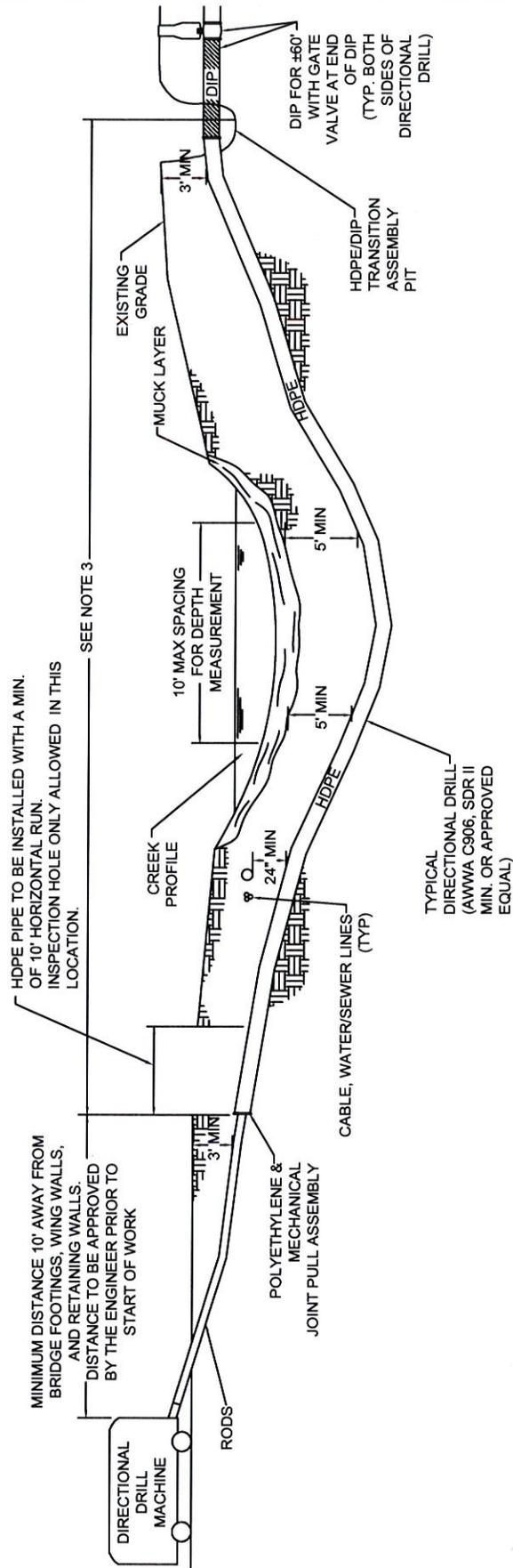


ASPHALT DRIVEWAY OPEN CUT AND PATCH

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	DRIVEWAY PAVEMENT OPEN CUT & PATCH	STD NO. GC-2
DATE	DESCRIPTION			



REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	STANDARD BORE ENCASEMENT	STD NO. GC-3
DATE	DESCRIPTION			



**NOTES:**

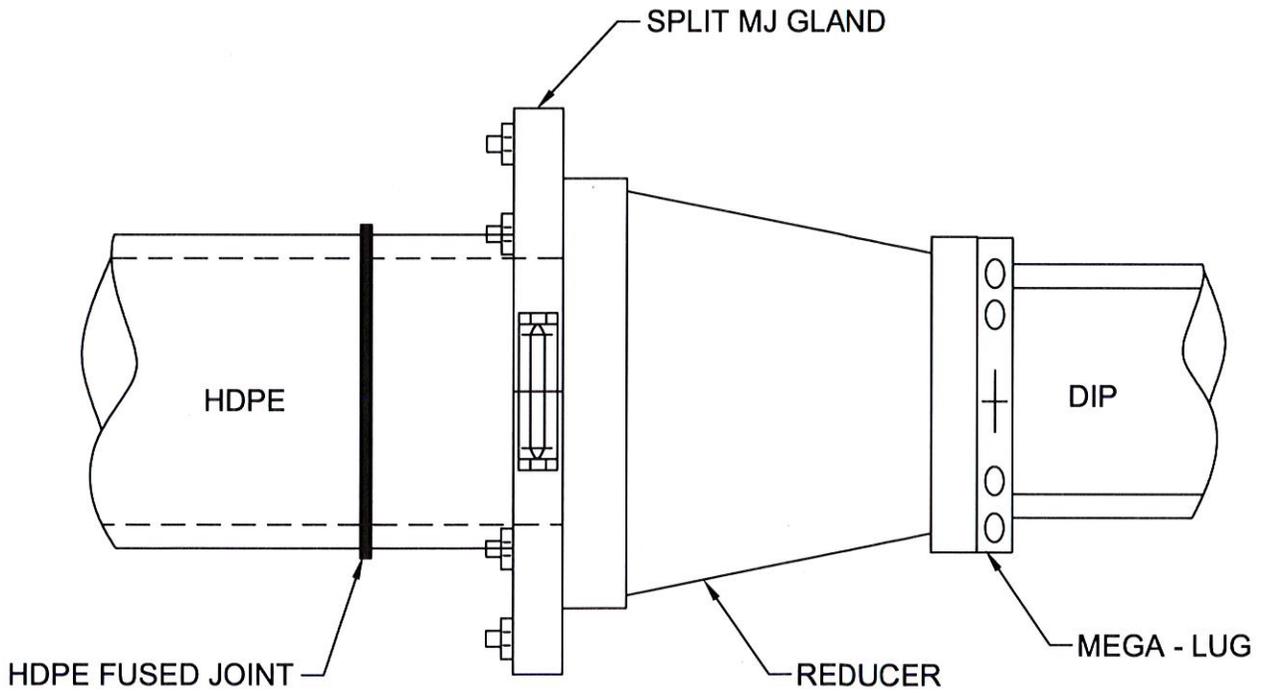
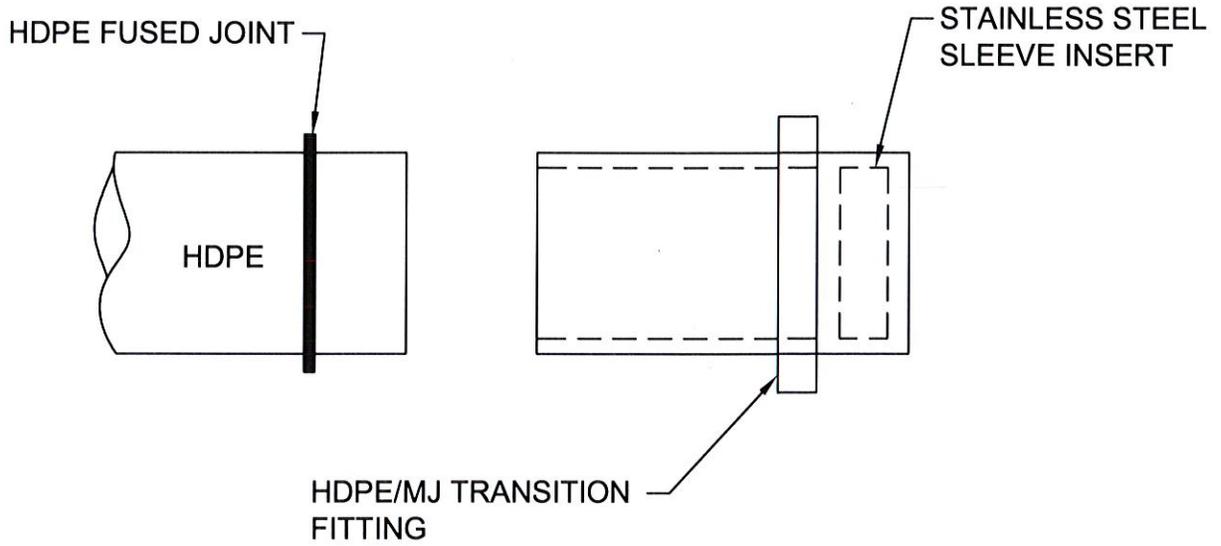
1. A PROFILE AND PLAN SHALL BE PROVIDED FROM ENTRY TO EXIT FOR EACH DIRECTIONAL DRILL SECTION BY THE DIRECTIONAL BORE CONTRACTOR.
2. ALL BORE SECTIONS SHALL BE HYDROSTATICALLY TESTED PER SPECIFICATION STANDARDS UPON COMPLETION OF INSTALLATION AND PRIOR TO PLACING THE WATER MAIN ON-LINE.
3. LENGTH OF CROSSING, LOCATION OF INSPECTION/OBSERVATION EXCAVATION, NUMBER OF PIPE, LOCATION OF BORE MACHINE, AUGER ENTRANCE LOCATION AND TIE-IN POINTS ARE TO BE APPROVED BY THE ENGINEER PRIOR TO ANY START OF WORK.
4. THIS DETAIL IS ALSO APPLICABLE TO STREAMS, WETLANDS, LARGE STORM DRAINS, AND SIMILAR APPLICATIONS FOR DIRECTIONAL DRILL WITH POLYETHYLENE PIPE.

REVISED	
DATE	DESCRIPTION

**MOORE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION**

**DIRECTIONAL DRILL  
HDPE**

**STD NO.  
GC-4**



REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	HDPE/DIP TRANSITION ASSEMBLY	STD NO. GC-5
DATE	DESCRIPTION			

# WASTEWATER GRAVITY SYSTEM

## STANDARDS & SPECIFICATIONS MANUAL



## MOORE COUNTY PUBLIC WORKS DEPARTMENT

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## Preface

These standards are for design and construction of utilities, which will come under the jurisdiction of Moore County Public Works (MCPW). **These standards alone do not constitute a complete set of construction documents. The owner's or developer's Professional Engineer is responsible for design and computation of complete construction and contract documents.** These standards are set forth as the minimal requirements to achieve a suitable quality level for utilities which will become the property of MCPW.

The standards do not include a complete commentary on methods of installation and detailed information of quality of workmanship in place. The owner's or developer's Professional Engineer must include detailed information on methods of construction and should expand on the testing and any of the special requirements to the engineer's satisfaction, subject to the approval of MCPW.

From time to time, these standards will be amended and/or expanded at the request of the MCPW Engineering Department and with approval of the Director. It will be the responsibility of the owner or developer to contact the MCPW to obtain updated standards.

There may be circumstances whereby the design engineer may wish to propose changes or modifications to these standards, when this occurs permission from the County Engineer shall be obtained prior to submission to NCDEQ.

## DISCLAIMER

To the best of their ability, the authors have insured that material presented in this manual is accurate and reliable. The design of engineered facilities, however, requires considerable judgment on the part of designer. It is the responsibility of the design professional to insure that techniques utilized are appropriate for a given situation. Therefore, neither Moore County Public Works, nor any author or other individual, group, etc., associated with production of this manual, accepts any responsibility for improper design, any loss, damage, or injury as a result of the use of this manual.

# **WASTEWATER GRAVITY SYSTEM STANDARDS & SPECIFICATIONS**

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# MANUAL 4 – WASTEWATER GRAVITY SYSTEM STANDARDS AND SPECIFICATIONS

## 1. DESIGN

### A. GENERAL

Moore County Public Works (MCPW) wastewater collection system design and construction and non MCPW wastewater collection system design and construction, which connect to the MCPW system, shall be in accordance with the standards and requirements of Title 15A 2T Sect. .0100 -.1600 of the North Carolina Administrative Code, Department of Environmental Quality, “Waste Not Discharged to Surface Waters” (latest revision) and this Manual.

### B. HYDRAULIC DESIGN AND ROUTE SELECTION

The following procedures and criteria are to be used for sizing and hydraulic design of gravity sanitary sewers. Generally, sewer outfalls and trunk mains shall be sized for the future full development of the natural basin using the following criteria unless more specific data is available. These design and peak flow calculations are not to be used to calculate flows for wastewater permits. Wastewater extensions will be approved on the basis of current actual land use and flow allocations as required by NCDEQ standards and regulations.

1. Determine Drainage Basin and Population to be served
  - a. Outline the major basin on topographic maps. Identify and outline all sub-basins and identify any other basins or sub-basins that will be pumping into the sewer being designed.
  - b. Determine the acres to be served. Include the basins or sub-basins that will be pumped into the sewer. If the area is undeveloped, reduce the area by 20% to account for streets. Further reduce the area by any acreage that is not considered developable (i.e. lakes, wetlands, greenways, recreation areas, etc.). If the area is developed, reduce the area as necessary to allow for existing streets.
  - c. For each basin and sub-basin, determine the existing population, land use and zoning. Consideration shall be given to the maximum anticipated capacity of commercial areas, of institutions, industrial parks, etc. Refer to the appropriate area Land Use Plan to determine trends in land use and zoning and for predictions of population growth rate.

## 2. Wastewater Flow Rates

The Engineer shall be responsible for insuring that the design discharge utilized in sizing sewer collection facilities are adequate for the area, which the extension is to serve and meets NCDEQ standards and regulations.

The latest Wastewater Flow Rates Standards by the NC Department of Environmental Quality shall be used. At the discretion of the County, additional support documentation may be submitted for review and consideration. Support documentation might include actual flow data, the installation of flow restriction devices and Engineers' reports.

### C. FLOW DETERMINATION

1. Determine the average daily flow (design flow) for residential areas.
2. Determine average daily flow (design flow) for industrial or commercial areas. Add additional flow based on research of specific zoning and any known large water users.
3. Determine peak daily flow by multiplying the average daily flow by the appropriate peaking factor. The minimum peaking factor permitted is 2.5 and this factor should be used in the absence of specific design or flow data supporting a higher peaking factor.

### D. SANITARY SEWER MINIMUM SLOPE

1. From topographic maps and any vertical survey control in the area, determine the average slope of the natural drainage in the area to be serviced. Determine whether any sections are significantly flatter than the average.
2. Determine whether there are obstructions (e.g. existing utilities) or natural terrain features that will limit the pipe slopes such as creek crossings, proper cover under railways, etc.
3. Based on (1) and (2), establish the minimum slope for the pipeline. This should be used as the design slope.
4. All public sewers shall be designed and constructed to give mean velocities, when flowing full, of not less than 2.0 feet per second, based on Manning's formula using as "n" value of 0.013. The following are the minimum slopes, which shall be provided. However, slopes greater than these are recommended, particularly for mains and services serving few residences, to effect flushing solids.

**Table 1. Minimum Slopes**

Diameter of Pipe (Inches)	Minimum Slope (Feet per 100 feet)
4 (laterals)	1.00
6 (laterals)	0.60
8	0.40
10	0.28
12	0.22
14	0.17
16	0.14
18	0.12
21	0.10
24	0.08
27	0.07
30	0.06
36	0.05

5. Sewer mains shall be laid on straight lines between manholes and at a constant grade or uniform slope. Sewer collection mains shall be laid no less than the minimum slope as identified in Table 1. The straight alignment shall be checked by using a laser, lamping and/or mirrors.

**E. PIPE SIZE**

1. Sewers shall be designed so as to carry the total peak tributary flow at one-half of full depth (50% capacity) for sewers 16-inch and smaller, and two-thirds of full depth (66% capacity) for sewers 18-inch and larger.
2. Pipe diameter changes shall occur only in a manhole with the pipe crowns matched as long as a minimum drop of approximately 0.20 feet is maintained between inverts.

**F. MAXIMUM VELOCITY**

In general, average flow velocities greater than 10 feet per second shall not be permitted. Inside drop manholes shall be provided where required to eliminate steep slopes and to reduce high velocities to a limit of 8 feet per second or less. Where velocities are anticipated to exceed 8 feet per second, restrained joint pipe (Mega-Lugs, Grip-Rings or equal) and fittings may be required and the pipe shall conform to appropriate ASTM or AWWA specifications, which provide protection against internal erosion.

## G. DEPTH & PIPE TYPES

The depth of sewer mains shall be great enough to serve adjoining property, sufficient to meet the minimum standard depth and to allow for sufficient grade on the service line. Service connections are to be into manholes or into the top quarter of sewer mains. No service connections may be made in any portion of the manhole from the cone section to the manhole frame. All services connection larger than 4 inches shall be made at a manhole.

- a. Lines with less than 3 feet of cover shall be ductile iron pipe.
- b. Lines with greater than 12 feet of cover shall be ductile iron pipe.

## 2 LOCATION WITH UTILITIES

### A. EASEMENTS

1. A minimum 20 foot wide easement, centered over the sewer, shall be conveyed to the County when facilities of the County are to be placed on private property of NCDOT, Railroad, Towns, Private Property Owners, Electrical Transmission Lines and other Utilities (this width may be changed by the County Engineer). No building or permanent structure shall be constructed within these easements. No trees, large shrubs, or obstacles shall be placed within an easement, which would render the easement inaccessible, by equipment. Temporary construction easements, of varying widths, shall be acquired when necessary to facilitate wastewater system construction.
2. All easements shall be accessible from public roadways, with a 30 ft. turn around easement at needed locations. A gate, for maintenance access, shall be provided if any fence constructed is permitted crossing the easements. With the exception of Piers, End Walls, and small shrubs or flowers, no construction is permitted within the sewer easement. These and any other encroachments are subject to destruction by MCPW during maintenance or construction. Replacement and/or repair of said obstruction shall be the responsibility of the encroaching property owner.

### B. WATER SUPPLY SEPARATION

A distance of 100 feet shall be maintained between any public water supply source, including any WS-I waters or Class I or Class II impounded reservoirs used as a source of drinking water. A distance of 50 feet shall be maintained from normal high water for areas classified as WS-II, WS-III, B, SA, ORW, HQW, or SB. If this minimum separation cannot be maintained, ductile iron pipe with joints equivalent to public water supply design standards and pressure tested to 200 psi to assure water

tightness, shall be used. The minimum separation shall be 25 feet from a single family private potable well and 50 feet for all other private potable wells..

#### C. WATER MAIN SEPARATION

Horizontal sewers shall be installed at least 10 feet from existing or proposed water mains. Should local conditions prevent a horizontal separation of 10 feet, a sewer may be installed closer than 10 feet to a water main if it is installed in a separate trench and the elevation of the top (crown) of the sewer is at least 18 inches below the bottom (invert) of the water main, with a horizontal separation of at least 3 feet.

Vertical crossings of a water main and a sanitary sewer, where the vertical separation is less than 18 inches, or the water line passes under the sewer, both the water main and sewer shall be ductile iron pipe, equivalent to water main standards for a distance of 10 feet on each side at the point of crossing. The sewer shall be ductile iron pipe for the entire segment from manhole to manhole.

#### D. STORM SEWER AND GAS MAINS SEPARATION

Sanitary Sewer under Storm Sewer/Gas Line

1. >2 feet clearance use select backfill
2. <2 feet clearance use 10 feet DIP on each side and select backfill

Sanitary Sewer over Storm Sewer/Gas Line

1. If storm drain/sewer clearance < 12 inches use 10 feet DIP on each side

Sanitary Sewer parallel to Storm Sewer/Gas Line to be separated by 24 inches.

#### E. BUILDING SEPARATION

Any building foundation	5 feet
Any basement	10 feet
Drainage systems	5 feet
Any swimming pool	10 feet

Note: For utilities not listed 24 inch separation is required.

#### F. NC DOT RIGHT-OF-WAY

1. All collection systems within NC DOT right-of-way shall be designed as outlined in NC DOT manual "Policies and Procedures for Accommodating Utilities on Highway Right-of-Ways".

2. Crossings under ditch to be a minimum of 30-inch below bottom of ditch to top of pipe. Crossing under a roadway shall be a minimum of 3 feet below top of roadway to top of pipe.
2. Utilities to be constructed within NC DOT right-of-way will require a NC DOT encroachment agreement.

**G. RAILROAD RIGHT-OF-WAY**

1. Railroad crossings shall be perpendicular, ductile iron pipe and encased.
2. Crossing to be 5 feet 6 inches minimum depth from top of rail to top of encasement pipe.
3. Utilities to be constructed within railroad right-of-way will require a railroad encroachment agreement.

**H. STREETS & DEAD ENDS**

1. Dead end sewers are defined as those which cannot be further extended upstream due to topographical constraints. The sewer main shall extend to a point where the terminal manhole is contiguous to the most upstream lot being served. In streets, the terminal manhole shall be within the street frontage of the lot being served.
2. When located in the street, the main shall be located as near as possible to the center of the pavement so that manhole covers are not located in vehicle wheel paths.
3. Extensions needed to serve a wastewater flow request shall be extended beyond the requested point to the next planned manhole as directed by the County Engineer.

**3 PIPE SIZING**

1. Use the peak daily flow for design calculations with the pipe flowing half full.
2. Using Manning’s Equation or Charts, to determine the pipe size:

$$Q = \frac{1.486 A R^{2/3} S^{1/2}}{n}$$

Where:

Q = flow, cubic feet per second

N = coefficient of roughness (typically, n=0.013)

S = energy grade line, ft/ft

R = hydraulic radius = cross sectional area, sq. ft.  
wetted perimeter, ft.

A = cross sectional area of pipe in, square feet

Solve for A and then pipe radius to get the design pipe size.

- Using Manning's Equation, check the velocity of the gravity sewer:

$$V = \frac{1.486 R^{2/3} S^{1/2}}{n}$$

Where:

V=mean velocity, feet/second

N=coefficient of roughness (typically n = 0.013)

S=slope of energy grade line, ft/ft

R=hydraulic radius =  $\frac{\text{cross-section area, ft.sq.}}{\text{wetted perimeter, ft.}}$

- Check the pipe size and slope and adjust the pipe size as needed to meet the minimum design slope and velocity as required.

#### 4. PIPE INSTALLATION

##### A. GENERAL

In all instances, pipe shall be installed in a workmanlike manner and true to line and grade. The various pipe specified shall be handled and installed in accordance with the manufacturer's recommendations and good engineering practices. Backfilling shall be completed as soon as possible, so as to minimize the length of time that the trench or any part thereof is left open. Material classification for backfill materials, as may be noted herein, shall conform to the allowable soil classifications as defined in Manual 2 – General Construction. (for pipe bedding see SS-1)

##### B. BEDDING AND INITIAL BACKFILLING

The pipe shall have a minimum bedding depth to the spring line of the pipe. Then the pipe shall be backfilled with suitable materials. The initial backfill is to a point 12 inches above top of the pipe and shall be placed in shallow 6 inch layers and individually compacted.).

##### C. FINAL BACKFILLING

The remaining or final backfill shall be suitable material. No rocks, boulders, or stone shall be included in the backfill material for at least 2 feet above the top of the pipe. In non-traffic areas, the backfill shall be placed in lifts not exceeding 12 inches and compacted to 90% of optimum moisture density per AASHTO T-99. In traffic areas the final backfill shall be placed and compacted in 6 inch layers, and compacted to 95% of optimum moisture density per AASHTO T-99 to a point 12 inches below sub-grade. The top 12 inches shall be compacted to 100% of optimum moisture density (AASHTO T-99).

Where deemed necessary, the County Engineer may require compaction test on any or all lifts of backfill placed in trenches under roadways. The cost for such test shall be responsibility of the contractor.

## **5. DETAIL OF DESIGN**

### **A. MINIMUM SIZE**

Public sanitary sewer collection system, gravity piping, shall be a minimum of eight (8) inches in diameter.

### **B. DEPTH**

1. A minimum of three (3) feet of cover, as measured from the crown of the pipe to the finished grade, shall be provided for all sewers. Ductile iron pipe is required for lines with less than 3 feet of cover. Proper bedding shall be provided where sewers are subject to traffic bearing loads to develop design-supporting strength. Additional protection shall be provided for sewers that cannot be placed at a depth sufficient to prevent damage. The County Engineer shall determine the acceptability of such installations.
2. Typically, the depth of gravity sewer mains shall be sufficient to serve adjoining property or the first floor of existing homes, if possible. In isolated cases, the lot owner may be required to provide a Low Pressure Sewer System to transport sewage to the collection system.
3. Where unstable soil conditions are known to exist in the pipe zone, structural design shall be based on a careful evaluation of the soil conditions and depth of cover. Special structural designs (e.g. pilings with pipe support cradles, etc.) shall be used where appropriate, and shall be detailed by the Engineer. A North Carolina Professional Engineer shall design the trench excavation and pipe support/protection systems.

### **C. CHANGE IN PIPE SIZE & MATERIAL**

1. Where a smaller pipe joins a larger one within a manhole, the invert of the larger sewer should be lowered sufficiently to maintain the same energy gradient. Generally, aligning the crowns of the different size pipes is acceptable.
2. Sewer extensions shall be designed for projected flows, even when the diameter of the receiving sewer is less than the diameter of the proposed extension at a manhole, with special consideration of an appropriate flow channel to minimize turbulence when there is a change in sewer size. Justification shall be provided with the certification of completion and the construction plans, indicating that the capacity of the downstream sewer will not be overloaded by the proposed upstream installation. The County Engineer may require a schedule for construction of future downstream sewer hydraulic conditions.
3. Pipe material should remain constant between manholes, unless the pipe is DIP and SDR-26 and the County Engineer approves. For connection of DIP and SDR-26 pipe see STD. NO. SS-2.

4. At drop manholes, where invert separation exceeds 2.5 feet, the pipe material shall be Ductile Iron or C900 PVC for interior drop. Pipe size between manholes shall remain the same.

## **6. SERVICE CONNECTIONS**

1. A 4-inch service lateral may be tapped directly into the top quarter of 8, 10, and 12-inch mains or manholes. All service connections 6-inch and larger shall be made into manholes. Connections to sewer mains 16-inch and larger shall only be made at manholes. All individually owned structures shall be allowed only one sewer tap unless otherwise approved by the County Engineer. See STD. NO. SS-3, SS-4, SS-5 for details.
2. For a multiple family dwelling owned by a single individual or organization, the number and location of service connections is to be approved by the County Engineer with standard fees to be paid for each individual dwelling.
3. A maximum of three service connections may be installed into one manhole. When the service connection is to be installed into an existing manhole, a boot connector must be used. When joining ductile iron to other pipe materials, a rigid connection designed specifically for transition of the two types of material is required. When more than one service connection is installed in a manhole, the connections shall be staggered vertically.
4. Plans for projects, which propose the creation of lots (subdivision) shall include individual sewer taps to each parcel, including any residual parcels reserved for future lots.
5. The size and locations of the service laterals shall be based on the anticipated use of the lot, for which, the County Engineer approval shall be required. The minimum lateral size shall be 4-inch laid on a minimum 1% grade. 6-inch lateral grades shall be a minimum of 0.6%.
6. Service not terminated at manholes shall be installed at right angles to the gravity sewer main using in-line wyes, or tapping service saddles on existing mains. The wyes, saddles or taps shall be separated horizontally at least five (5) feet, measured along the pipe. See STD. NO. SS-4 for detail.
7. The lateral length shall not exceed 50 feet, without additional cleanouts.
8. The service cleanout shall be placed at the edge of the right-of-way or permanent easement and in no case shall be placed within a temporary easement. See STD. NO. SS-5 for detail.

9. Lateral taps in manholes:
  - a. If a service is proposed in an existing manhole at a height of 2.5 feet or greater above the invert, an inside drop shall be required for the service. See STD. NO. SS-3 for detail.
  - b. The sewer lateral invert shall be a minimum of one (1) inch above the shelf, or sufficiently high enough to allow the installation of a flexible connector and core into existing manhole.

## **7. SERVICE LATERAL MATERIALS**

### **A. GENERAL REQUIREMENTS**

All sewer service laterals shall be constructed of PVC Schedule 40, or ductile iron pipe, as specified herein, for all service laterals crossing beneath creeks or drainage ways.

### **B. PVC SERVICE PIPE & FITTINGS**

PVC pipe and fittings for sewer laterals shall be Schedule 40 with cemented joints. Laying lengths shall be 20 feet.

All cement shall be PVC Cement, all weather and have a trace color to allow for visual indication of uniform application. The cement shall be preceded with a primer.

### **C. SERVICE SADDLES ON DUCTILE IRON PIPE**

Service saddles for connection of laterals to ductile iron sewer pipe shall be ductile iron, 45-degree deflection, equipped with a single stainless steel clamp. The saddle shall be furnished with adapters as required to properly receive the service pipe to be used. A pipe cutter shall be used for tapping ductile iron pipe. In lieu of service saddles, wye branches may be used on ductile iron sewers. (SEE STD. NO. SS-4 for detail)

### **D. SADDLES FOR PVC SEWER PIPE (UP TO 12" DIAMETER SEWERS ONLY)**

Saddles for PVC shall conform to the requirements of ASTM D3034. The saddle shall be equipped with two stainless steel clamps that are bolted to the saddle. The saddle service branch shall stub slightly into the sewer main so that when installed, the saddle shall not slip or rotate. The saddle shall be bedded and haunched with at least 6" of select fill. Saddles shall be by Romac Industries, Inc. or equal. (SEE STD. NO. SS-4 for detail)

### **E. SERVICE CLEANOUT PROTECTOR BOXES**

Each service cleanout installed within any travel way area such as a driveway, alley, or sidewalk shall be equipped with a cast iron protector box. The protector box shall

have a 9-5/8 inch diameter lid with the letter "S" cast into the lid. (See STD. NO. SS-6 for detail)

## **8. SEWER BACKWATER VALVE**

Any structure having a first floor elevation or basement floor elevation (if the basement is sewerded) which is lower than the elevation of manhole rim immediately upstream of the site is considered to be susceptible to sewage backup. In such cases, the sewer service lateral for the affected building shall be equipped with a suitable sewage backwater valve as per the NC Plumbing Code. The backwater valve shall be located on private property in an accessible location for maintenance. Any lots or structures where such backwater preventers are required shall be indicated on the construction drawings.

The operation and maintenance of these devices shall be the responsibility of the property owner. It is recommended that all connections have a Sewer Backwater Valve.

## **9. GREASE TRAPS**

All establishments, except private living quarters or dwelling units, engaged in the preparation and/or serving of food shall install a grease trap in accordance with the State and MCPW Ordinances.

All traps must be sized using approved formulas and calculations and must be submitted to MCPW for approval.

The operation and maintenance of these devices shall be the responsibility of the property owner.

### Grease/Oil/Sediment Traps

All washing facilities, such as vehicle washes, car wash areas, etc. shall be equipped with a grease/oil/sediment trap and trash basket. Sizing calculations shall be submitted with the initial site/construction.

## **10. MANHOLES**

### **A. GENERAL FEATURES**

1. Manholes installed in pavement shall have their cover set flush with finished grade, and shall be located outside of designated parking spaces, where possible. Whenever practical, manholes located in streets shall be located in the center of the street.
2. Manholes installed in yards and landscaped areas shall have the top elevation set six (6) inches above existing grade.
3. Manholes installed in outfalls or in natural areas shall have tops located 18-inches above grade, or 2-foot above the 100 year flood elevation, whichever is greater.
4. Manholes should not be located in ditches, roadside swales, or gutter lines.

5. The minimum elevation difference between the centerline “invert in” and the centerline “invert out” of manholes shall be 0.10 feet. Exceptions are: 1) when there is a change in flow direction of greater than 90 degrees, the minimum difference shall be 0.20 feet; 2) when pipes of different sizes converge in a manhole, the inside tops of the pipes shall be set at the same elevation; and 3) when grade is critical. Exceptions must be approved by the County Engineer.
6. Hydrostatic uplift restraint shall be provided for manholes installed in areas that are subject to floating/uplift.
7. The flow channel straight through a manhole shall be made to conform as closely as possible in shape, and slope to the connecting sewer pipe. The channel walls shall be formed or shaped to three quarters (3/4) of the height of the crown of the outlet sewer in such a manner to not obstruct maintenance, inspection or flow in the sewer. (See STD NO. SS-7 for detail)
8. Vent Pipes shall have their opening at 2 feet above the 100 Year Flood Level or 5 feet above the Manhole, whichever is greater. (See STD NO. SS-8 for detail)
9. “Doghouse” manholes shall be installed over existing sewer lines if an additional main line connection is needed. (See STD NO. SS-9 and SS-10 for detail)
10. For manholes 2 foot in height or less use a flat top with a standard frame and cover. (See STD NO. SS-11 for detail)
11. All manholes, outside pavement and yards, shall have a 66 inch tall Manhole Warning Post. (See STD NO. SS-12 for detail)

**B. LOCATION**

1. The maximum distance between manholes, measured horizontal along the centerline of the gravity sewer, shall be 425 feet.
2. Manholes shall be installed:
  - a. At the end of each main
  - b. At all changes in pipe grade
  - c. At all changes in nominal pipe size
  - d. At all horizontal changes in pipe alignment
  - e. At all intersections, unless otherwise approved by County Engineer

**C. DIAMETER**

The minimum interior diameter of gravity sewer manholes shall be specified dependent upon the size of sewer main or depth of installation,

<u>MH Diameter</u>	<u>Main Size</u>	<u>Depth of Installation</u>
4 Ft.	8” – 12”	1’ – 12’
5 Ft.	15” – 30”	12’ – 20’
6 Ft.	36” – 54”	20’ - plus

**D. DROP TYPE**

1. Vertical elevation drops through manholes should be limited to prevent turbulent conditions. If the vertical elevation difference between the “invert in” and “invert out” is: 1) greater than 6 inches, but less than 24 inches, a pipe slide is required to

prevent solids depositing; or 2) 24 inches and greater, a drop structure is required. (See STD NO. SS-13 for detail)

2. Inside drops are required for new lines using a 5 foot (5') inside diameter manhole. For existing 4 foot (4') manholes, an inside drop may be permitted, as approved by Engineer. Drop manholes shall be constructed with inside drops, secured to the inside of the wall, and shall be positioned, in such a manner to allow for cleaning. All Ductile Iron Pipe Fittings to be #401 coated. (See STD. NO. SS-14 for detail)

#### E. BENCH/SHELF

A bench/shelf shall be provided on each side of any manhole channel, when the pipe diameter(s) are less than the manhole diameter. The bench/shelf shall be sloped not less than 1 inch per foot and not greater than 2 inches per foot. The invert elevation of any lateral sewer, service connection, or drop manhole pipe, shall be above the bench/shelf surface elevation. Invert shall be located a minimum of 1 inch (1") above the bench/shelf.

#### F. WATER TIGHTNESS

1. Lift holes shall be sealed with non-shrinking mortar.
2. Inlet and outlet pipes shall be joined to the manhole with a Neoprene Rubber Boot with Stainless Steel Jack (boot) or any watertight connection arrangement that allows differential settlement of the pipe and manhole wall to take place. Connections of new sewers to existing manholes shall be accomplished by machine coring and the installation of a flexible connector (boot). The boot, if used, shall be equal to Flexible Manhole Sleeve as manufactured by the Interpace Corporation. (See STD. NO. SS-16 for detail)

The sealing system shall be furnished by the manhole manufacturer.

3. Watertight Manhole Covers are to be used wherever the manhole tops may be flooded by street runoff or high water. Locked manhole covers may be desirable in isolated easement locations, where vandalism may be a potential or where lids are subject to be flooded off. See Manhole Frame and Cover section for more information. (See STD. NO. SS-17 for detail)

Where a series of watertight manhole covers are used on a main line sewer for a distance of 1,000 feet or more, vent pipes are required. (See STD. NO. SS-8 for detail)

4. Joints and Grade Adjustment Rings— Manhole sections shall have a standard tongue and groove joint with a Rubber O-ring Gasket or Rope Mastic Seal, conforming to ASTM Standard C-443. Conseal, Rub- R-Nek or equal may be used.

#### G. PRECAST MANHOLES

1. All new manholes shall be of precast concrete construction, unless approved by the Engineer. (See STD. NO. SS-18 for detail)
2. Design - Precast concrete manholes shall be designed and manufactured in accordance with ASTM C478. The manhole walls shall be a minimum of 5 inches

thick and the base slab shall have a minimum thickness of 6 inches. The minimum compressive strength of the concrete shall be 4,000 psi. The manhole sections shall have reinforcement as required to provide resistance to the hydrostatic and passive earth pressures to which they will be subjected, and to provide adequate resistance to temperature and shrinkage cracking.

All manholes shall be equipped with a flexible watertight connection and sealing system for all pipe penetrations.

#### H. MANHOLE FRAME and COVER

Manhole ring and cover shall meet the requirements of ASTM Specifications for Gray Iron Castings, latest edition for Class 30. Minimum weight for the frame and cover shall be 190 lbs. and 120 lbs. respectively. The cover shall have the words "SANITARY SEWER" cast in and be perforated with 2 - 1" diameter holes unless otherwise noted on plans. Standard frame & covers shall be equivalent to Vulcan V-1384, US Foundry 669-KL or Southern Foundry SF-101. Watertight manholes shall be Vulcan V-2384, US Foundry 361-CJ-BWT or Southern Foundry SF-138. Where deemed necessary in low areas of streets, solid manhole covers may be required by the Engineer to prevent surface water inflow into the sewer. Flush type rings shall be used and cast into flat top manholes. (See STD NO. SS-17 and SS-19 for details)

Mortar used in manhole invert construction shall consist of one part Non-Shrink Portland Cement and two parts sand. Portland cement shall meet the requirements of the latest ASTM Specifications C-150, Type I. Sand used for mortar shall meet the requirements of ASTM Specifications C-144, latest edition. Mortar shall be mixed in a clean, tight mortar box or in an approved mechanical mixer and shall be used within 45 minutes after mixing.

#### I. STONE for STABILIZATION of TRENCH FOUNDATION

In all areas of unsuitable soil and/or organics, the pipe shall be bedded in at least 12" of No. 57 stone with an additional 12" of stone above the crown of the pipe, except for ferrous pipe.

#### J. SPECIAL COATING REQUIREMENTS

Sewer Tie-Ins - Manholes located at the terminus of any gravity or sewer force main (other than from an individual residential grinder pump force main) shall have an interior coating thickness of 100 mils of 100% solids epoxy, such as Raven 405, Cor-Cote SC, PerpetuCoat or approved equal. All epoxy coatings shall be installed per manufacturer's recommendations, following all surface preparation steps required. MCPW reserves the right to require interior coating of additional manholes downstream of the receiving manhole of up to 1,000 feet as recommended by the County Engineer.

## 11. STREAMS AND OTHER WATER BODIES

### A. STREAM CROSSING

Crossing of streams shall be minimized and as nearly perpendicular to the stream as possible. Streams shall be protected in accordance with erosion control plans and specifications and shall be stabilized immediately after construction is completed on the segment of crossing line. Depending on actual cover, stream width, flow conditions and soil conditions, the sewer pipe may require special anchorage to prevent flotation and/or washout. Each crossing must be evaluated individually. Pipe for submerged stream crossings shall be restrained by means approved by the County Engineer.

#### 1. Cover Depth

- a. Sewer paralleling streams/creeks shall be designed to be below the streambed elevation, such that lateral connections will be protected as described herein.
- b. The top of all sewers entering or crossing streams shall be at a sufficient depth below the natural bottom of the streambed to protect the sewer line and meet all regulations of permitting agencies.

One foot (1') of cover where the sewer is located in rock:

Three feet (3') of cover in other material unless ductile iron pipe is specified; in which case, a minimum of one foot (1') of cover will be required.

In major streams, more than three feet (3') of cover may be required;

In paved stream channels, the top of the sewer line should be placed below the bottom of the channel pavement.

#### 2. Horizontal Location

- a. Sewers located along streams, lakes or impoundments, shall be located outside of the stream and/or creek bank or sufficiently removed to provide for future possible stream widening, to prevent siltation of the stream during construction and to meet all regulations by permitting agencies.
- b. Sewers shall not be installed under any part of an impoundment and/or earthen dam, without specific MCPW approval. Plans shall require review, and approval by NCDWQ Dam Safety Section.
- c. Sewers crossing streams shall be perpendicular (90 degrees) as practical to the streambed and in no case at an angle less than 75 degrees or greater than 105 degrees to the stream unless approved by County Engineer.
- d. Edge of the construction corridor shall not be closer than 10 feet to a stream.
- e. Intermittent or permanent stream crossing shall not have joints connected within the stream channel or within two feet (2') of banks, unless approved by County Engineer.
- f. Construction corridor limited to 40 feet in width in wetlands and across stream channels. Wetland delineation shall be clearly shown on the plans.

#### 3. Structures

The sewer outfalls, headwalls, manholes, gate boxes, or other structures shall be located so they do not interfere with the free discharge of flood flows of the stream.

#### 4. Materials

- a. Sewer entering or crossing streams shall be constructed of ductile iron material pipe with mechanical joints, and shall be constructed to remain watertight, free from changes in alignment or grade.. Material used to backfill the trench shall be stone, coarse aggregate, washed gravel, or other materials which will not readily erode, cause siltation, damage to pipe during placement, or corrode the pipe.
- b. Measures shall be taken to prevent fresh concrete from coming in contact with waters of the state.
- c. Placement of rip-rap is restricted to the stream bottom, and cannot be above normal stream bottom; banks directly impacted and only below normal high water level.
- d. No fertilizer shall be placed within 10 feet of a stream.

## B. AERIAL CROSSINGS

1. Proper joint technology, such as flanged or restrained, adequate supports prevent excessive flexion, or a combination of both, shall be provided for all aerial pipe crossing. Supports shall be designed to prevent frost heave, overturning, and settlement.
2. Supports shall be designed to withstand the hydrodynamic effects of the stream flow pressure using the following formula:

$$P=1.5K(V \times V)$$

Where:

1.5-safety factor against overturning

P=pressure, psf

V=velocity of water, fps

K=4/3 for square ends, 1/2 for angle ends when angle is 30 degrees or less and 2/3 for circular piers. (Dimensionless)

If it is probable that the aerial pipe could be submerged by the stream flow, the effects of the flow pressure on the pipe shall also be taken into account when computing pier-overturning moments. For aerial stream crossings, the impact of flow waters, and debris shall be considered.

3. H-Piles shall be driven to resistance by an approved hammer developing not less than 7,500 ft-lbs of energy per blow. The load capacity of each pile shall be determined by the following formula:

$$Ra=2E/(S+0.3)$$

Where:

Ra=Safe load (lbs)

E=Energy per blow (ft-lbs)

S=Final penetration per blow (inches); (average of last 6 blows)

4. Protection against freezing, such as, insulation and increased slope, shall be provided. Expansion jointing shall be provided. Expansion jointing shall be provided between above ground and below ground sewers. Where buried sewers change to aerial sewers, special construction techniques shall be used to minimize heaving.
5. The bottom of the pipe should be placed no lower than the elevation of the 100-year flood.

6. Small streams or ditches that can be spanned with a single joint of ductile iron pipe may be anchored with concrete collars provided the collars are below grade.
7. Sewer Pipe to be encased within 35,000 psi, Steel Pipe.
8. See STD NO. SS-20 and SS-21 for detail examples.

**C. ANTI-SEEPAGE COLLARS**

In areas where the sewer trench is located in jurisdictional wetlands and has the potential to drain wetlands, anti-seepage collars shall be installed. A water quality and wetlands (401/404) permit shall be required. An anti-seep collar shall be placed at the downstream wetland boundary and every 150 feet until the utility exits the wetland. Wetland crossings that are open cut and less than 150 feet long do not require anti-seep collars unless specifically required by County Engineer.

**12. PIPE MATERIALS**

**A. PIPE SIZE AND TYPES**

<u>Pipe Type</u>	<u>Pipe Size</u>
DIP (Depths 12 ft & greater)	all sizes
DIP Ductile Iron Pipe, Class 350	12" & smaller
DIP Ductile Iron Pipe, Class 250	16" & larger
PVC C-905, Class 200, DR21	14" to 36"
PVC Polyvinyl Chloride SDR-26	8" to 16"
PVC Schedule 40 (Service) Not Foam Core	4" & 6"
SP Steel Pipe, 35,000 psi (Encasement)	all sizes

- No encasement for taps under Secondary Roads
- Encasement under Secondary Roads & Town Streets if noted
- Encasement under Primary roads
- Encasement under Railroads

**B. DUCTILE IRON SEWER PIPE**

All ductile iron pipes shall be designed as per ANSI/AWWA C-151/A21.50-02.

Pipe joints shall be of the push-on type with rubber gaskets as per ANSI/AWWA C-111/A21.11-07. Pipe lining shall be cement-mortar, on the interior, with an external coat of bituminous material, all in accordance with ANSI/AWWA C-104/A21.4-03.

The diameter, class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, Country where cast, year in which the pipe was produced and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

Ductile iron pipe shall be manufactured by U.S. Pipe, American, or McWane and shall be furnished in 20 foot or 18 foot lengths.

**C. PVC GRAVITY SEWER PIPE**

PVC pipe shall be rigid polyvinyl chloride with integrally formed, factory fabricated bell with “slip” joints and rubber gaskets conforming to AWWA C-111. It shall be suitable for all conditions imposed by plan locations and for a maximum working pressure of 200 psi. Pipe shall be type 1, Grade 1, made from clear virgin material, shall conform to the requirements of ASTM D-1784 and green in color. All pipes shall bear the manufacturer’s name, diameter, pipe class, and date produced. Pipe to conform to SDR 26. Where restrained joints are indicated Mega-Lugs or Grip rings shall be used.

**D. STEEL (CASING) PIPE**

Steel encasement pipe shall be welded or seamless, consisting of Grade "B" steel with minimum yield strength of 35,000 psi and manufactured in accordance with ASTM A139.

The pipe thickness shall be as specified on the encroachment agreement or approved plans, and the ends shall be beveled and prepared for field welding of the circumferential joints. For pipe thickness, see Manual 2, General Construction.

**13. INSPECTION & TESTING OF GRAVITY SEWERS**

**A. VISUAL INSPECTION OF PIPELINE INTERIOR AND MANHOLES**

Upon completion of any designated portion of the sewer lines, a visual inspection of the manholes and pipeline interior shall be conducted by the Engineer and/or the Inspector in the presence of the Contractor. The test shall be conducted by flashing a light between manholes, by use of mirrors, or by such other devices as will allow an adequate inspection of the line to detect inflow, ponding, misalignment or structural defects. Any portion of the line which does not exhibit a true alignment and uniform grade, or which shows any defect shall be corrected to the complete satisfaction of the Engineer.

The Engineer may re-inspect the line at any time prior to final acceptance if any damage or displacement is suspected to have occurred subsequent to the initial inspection. If any such failures are noted, they shall be promptly repaired by the Contractor and re-inspected by the Engineer during the 12 month Warranty Period.

**B. LOW PRESSURE AIR TESTS**

All newly constructed Sewer Lines shall be air tested in the presence of the Engineer or representative.

The low pressure air testing shall be conducted in accordance with ASTM C-828. Prior to testing, the sewer line shall be clear of debris and flushed with water as necessary. The line shall be plugged and the plugs shall be securely braced to prevent slippage. The line shall be pressurized with air to 5 psi and allowed to stabilize for a period for (5) minutes and hold.

Should the section of the pipe being tested fail to meet these requirements, the source of leakage shall be determined and repaired. The section shall then be retested until it is deemed to be acceptable.

The Contractor shall furnish all plugs, compressors, hose, gauges, etc., as required to conduct the low-pressure air test. All testing equipment shall be approved by the Engineer.

#### C. INFILTRATION TESTS

Portions of the sewer lines installed in areas that exhibit a higher ground water table (in the trench) during construction shall be tested for infiltration. The portions of the line to be infiltration tested shall be determined by the Engineer.

The portion of the sewer line designated by the Engineer shall be tested for infiltration by installing a V-notch weir or other suitable measuring device in the downstream end of the pipe to be tested. When a steady flow occurs over the weir, the rate of flow (infiltration) shall be measured. The rate thus measured shall not exceed 25 gallons per 24 hours per inch of sewer pipe diameter per mile of pipe.

Weirs and other equipment required for infiltration tests shall be furnished by the Contractor and the tests shall be performed in the presence of the Engineer.

Should the infiltration tests reveal leakage in excess of the allowable, the leaking joints shall be re-laid if necessary or other remedial construction shall be performed by and at the expense of the Contractor. The section of sewer thus repaired shall then be retested to determine compliance with the Specifications.

#### D. DEFLECTION TESTING OF PVC SEWER PIPE

If PVC Sewer Pipe is used for gravity sewers, a deflection test shall be conducted on all such pipe installed. These pipes shall be mandreled with a rigid device sized to ensure that the final long term deflection or deformation of the pipe barrel has not exceeded 5 percent for PVC sewer pipe.

The mandrel (Go/No-Go) device shall be cylindrical in shape and constructed with nine or ten evenly spaced arms or prongs. Mandrels with less arms will be (in odd or even numbers) rejected as not sufficiently accurate. Mandrels exhibiting significant wear will be rejected for use. The mandrel diameter shall have a tolerance of + or - 0.01".

## MANDREL DIMENSIONS

### For PVC Pipe

<u>Main Size</u>	<u>Mandrel Dimension</u>
8"	7.36"
10"	9.26"
12"	11.16"
15"	13.20"

Any lines not meeting this test shall be corrected by the Contractor and the test repeated.

Allowances for pipe wall thickness tolerances shall not be deducted from the dimension but shall be counted in as a part of the deflection allowance.

The mandrel shall be hand-pulled by the Contractor through all PVC sewer lines. Any sections of sewer not passing the mandrel shall be uncovered and the Contractor shall re-round or replace the sewer to the satisfaction of the Engineer. These repaired sections shall be retested.

The initial inspection shall be conducted no earlier than thirty (30) days after reaching final trench backfill grade. Deflection testing shall be accomplished at such times as may be directed by the Engineer. Upon completion of all work, the Engineer may require such final deflection testing as may be deemed necessary to ensure that the long term deflection has not exceeded the allowed maximum deflection allowance.

The mandrel shall be approved by the Engineer. Deflection test must be completed in the presence of the Engineer or representative.

#### E. EXFILTRATION TESTS

In addition to infiltration test the Engineer may require an exfiltration test for all sewers and manholes that are exposed (i.e. aerial). Each segment of pipe and manholes shall be plugged and filled with water to a depth no less than the rim of the downstream manhole for a period of 1 hour. **No leakage shall be allowed.** This work shall be carried out beginning at the high end of the aerial segment in order to minimize the amount of water necessary for testing. Testing may be required before backfilling by the County Engineer and must be completed in the presence of the Engineer or representative.

F. VACUUM TESTING - MANHOLES

All Manholes shall be subjected to vacuum testing in accordance with the following table. Any manhole that fails to meet the testing criteria shall be uncovered, properly repaired to the satisfaction of the Engineer utilizing non-shrink grout or other approved materials/methods and retested.

All compressors, hoses, gauges, plugs, and other equipment necessary to conduct the vacuum testing shall be supplied by the Contractor. All testing equipment shall be approved by the Engineer.

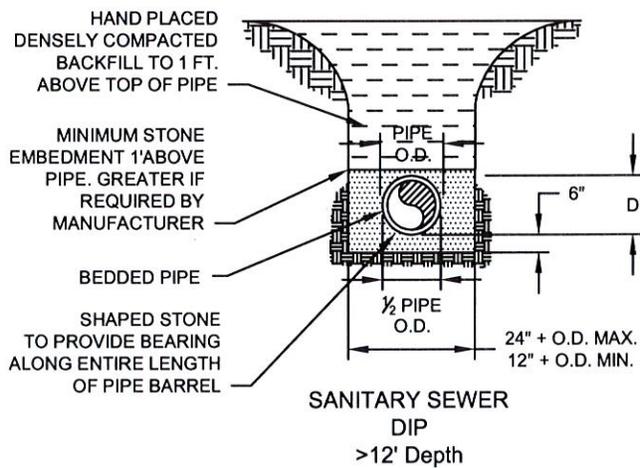
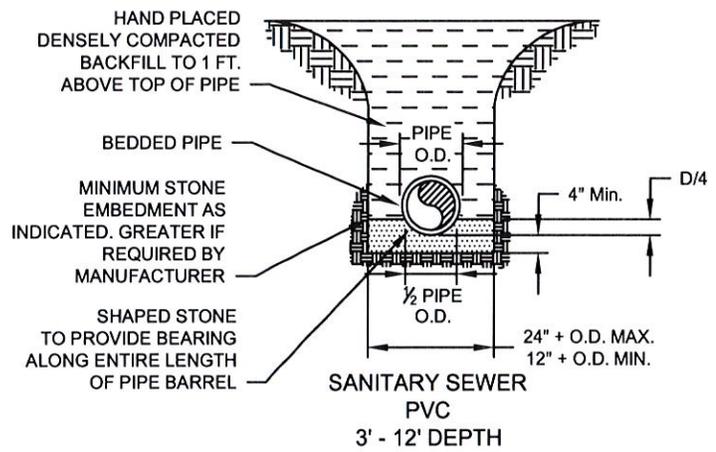
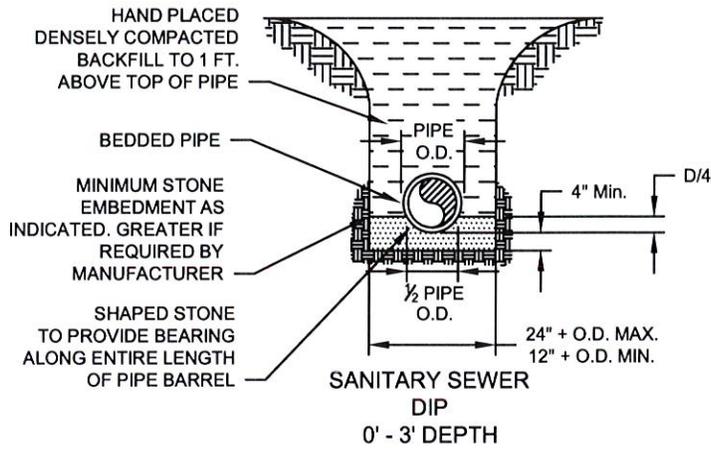
Times shown are the minimum elapsed time for maintaining initial vacuum draw of 10 inches mercury with no greater than one inch (1”) of mercury drop in vacuum.

<b>Manhole Depth</b>	<b>Diameter of Manhole</b>		
	<u>4' Diameter</u>	<u>5' Diameter</u>	<u>6' Diameter</u>
10 ft or less	60 sec.	75 sec.	90 sec.
>10 ft but less than 15 ft	75 sec.	90 sec.	105 sec.
> 15 ft	90 sec.	105 sec.	120 sec.

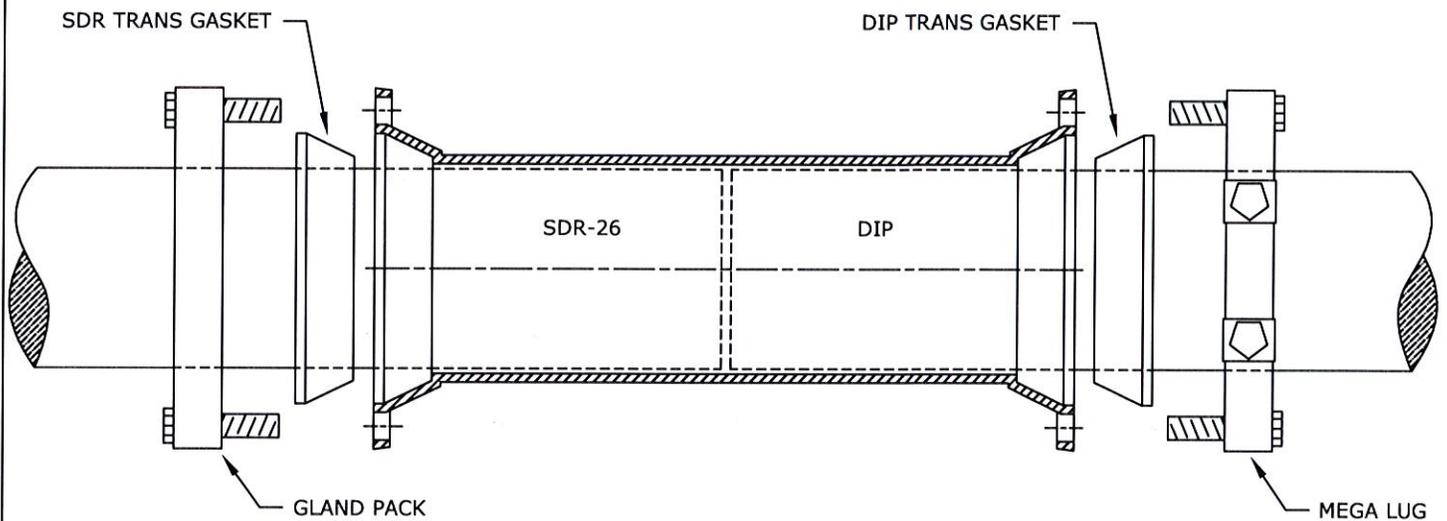
Vacuum testing may be required before backfilling by the County Engineer and must be completed in the presence of the Engineer or representative.

G. SPARK (HOLIDAY) TEST

Spark Test for epoxy coated manholes shall conform to ASTM G62-07 and NACE SP0188-2006. After epoxy coating has been installed and has sufficiently cured, it shall be inspected with high-voltage detection equipment to locate pinholes, voids, metal particles protruding through the coating and any gross faults. This spark test is used by providing a 100V per mil that penetrates the coating. If defects are found they shall be repaired per manufacturer’s recommendations and the Spark Test repeated. Spark Testing shall be performed in the presence of the Engineer or representative and is the responsibility of the Contractor.



REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	PIPE LAYING PVC & DIP	STD NO. SS-1
DATE	DESCRIPTION			

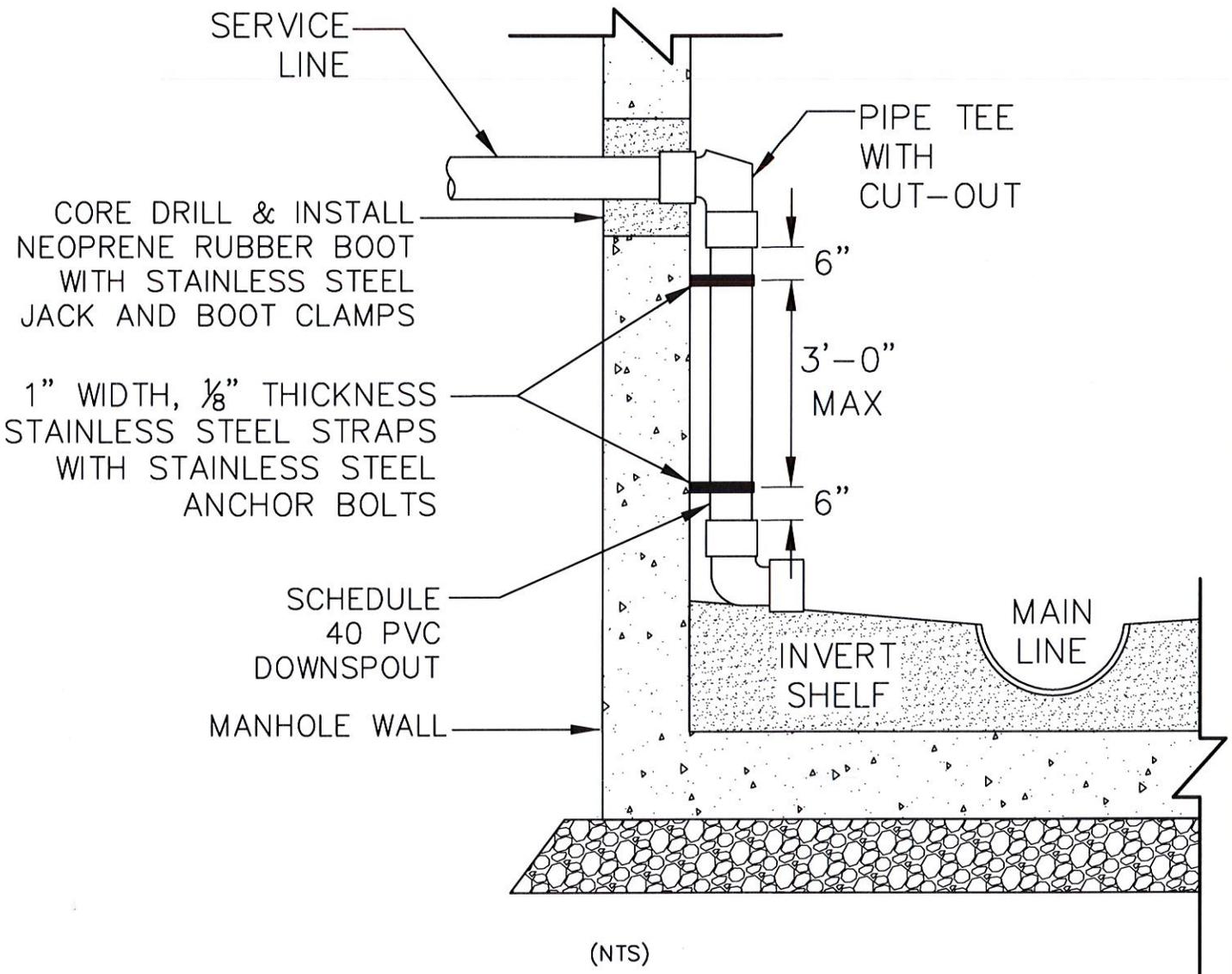


**NOTES:**

WHEN TRANSITIONING BETWEEN DIP & SDR-26,  
THE FOLLOWING STEPS SHALL BE TAKEN:

1. CUT THE BELL END OF THE PIPE OFF.
2. INSERT A MJ LONG SLEEVE.
3. ON THE DIP JOINT, INSERT A DIP TRANS GASKET WITH MEGA LUG.
4. ON THE SDR-26 JOINT, INSERT A SDR TRANS GASKET WITH GLAND PACK.

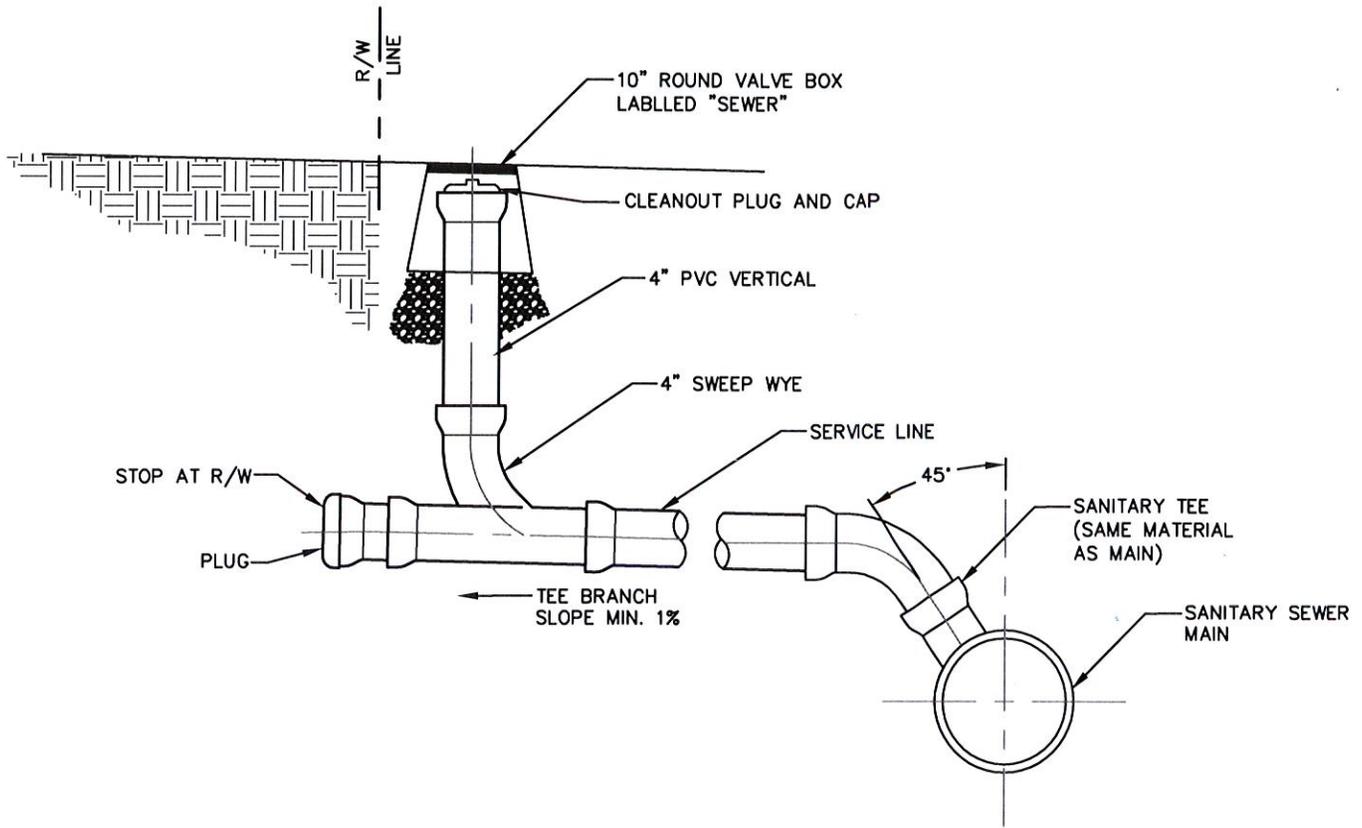
REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	SDR TO DIP TRANSITION	STD NO.  SS-2
DATE	DESCRIPTION			



NOTES:

1. PIPING CONFIGURATION TO BE USED ON ALL DROPS OVER 30".
2. SERVICE LINE MAY NOT ENTER MANHOLE THROUGH CONE SECTION OR ITS JOINT.
3. THIS DETAIL SHALL NOT BE USED FOR FORCE MAINS.

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	MANHOLE INSIDE DROP SERVICE CONNECTION	STD NO. SS-3
DATE	DESCRIPTION			

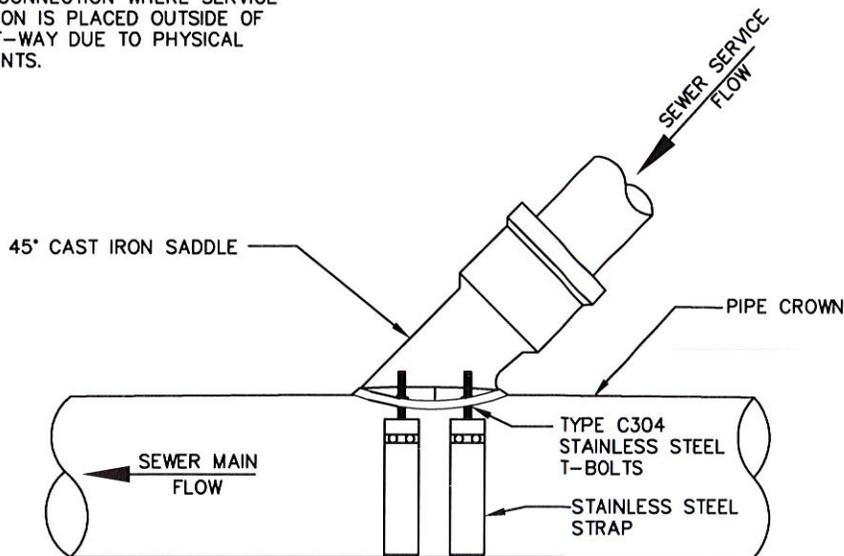


## TYPICAL SEWER SERVICE CONNECTION

(NTS)

**NOTES:**

AN EASEMENT SHALL BE PROVIDED FOR SERVICE CONNECTION WHERE SERVICE CONNECTION IS PLACED OUTSIDE OF RIGHT-OF-WAY DUE TO PHYSICAL CONSTRAINTS.

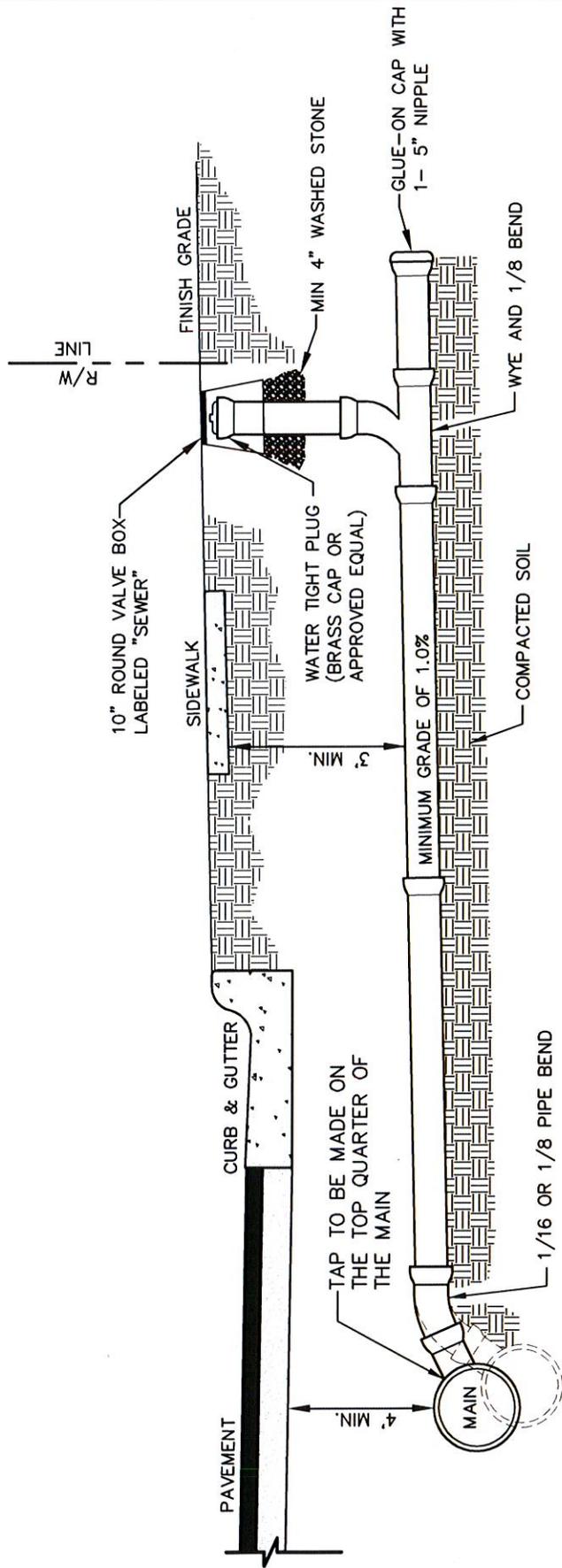


(NTS)

**NOTES:**

- 1) VITRIFIED CLAY PIPE SHALL BE BLOCKED AND SEALED WITH CONCRETE.
- 2) IN-LINE WYE FITTING TO BE PROVIDED WITH NEW CONSTRUCTION.

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	<b>SERVICE CONNECTION AND CLEANOUT</b>	STD NO.
DATE	DESCRIPTION			SS-4



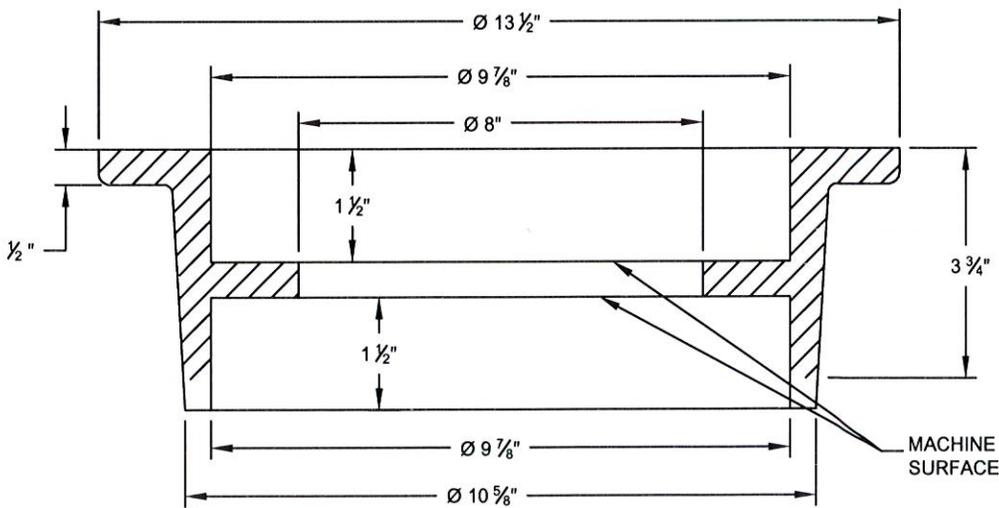
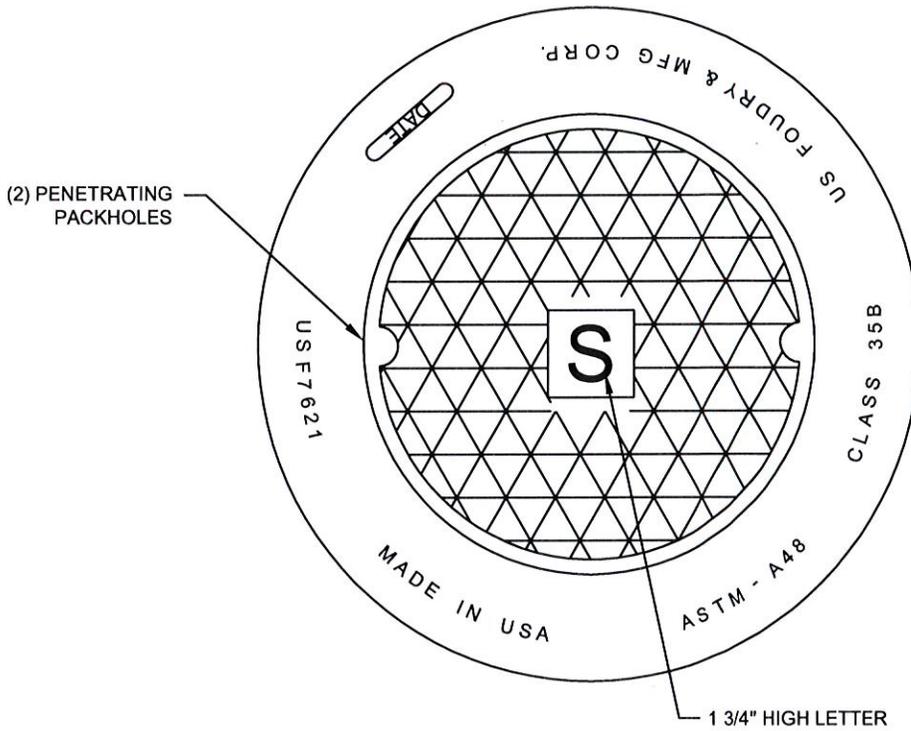
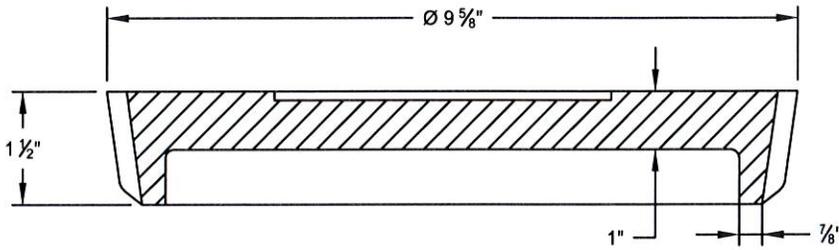
- NOTES:**
- 1) CLEANOUT SHALL BE PLACED AT RIGHT-OF-WAY LINE.
  - 2) DO NOT INSTALL CLEANOUT INSIDE A FENCE.
  - 3) IN SHOULDER SECTIONS, THE SERVICE SHALL BE A MINIMUM OF 30" BELOW THE FLOW LINE OF THE DITCH.

REVISED	
DATE	DESCRIPTION

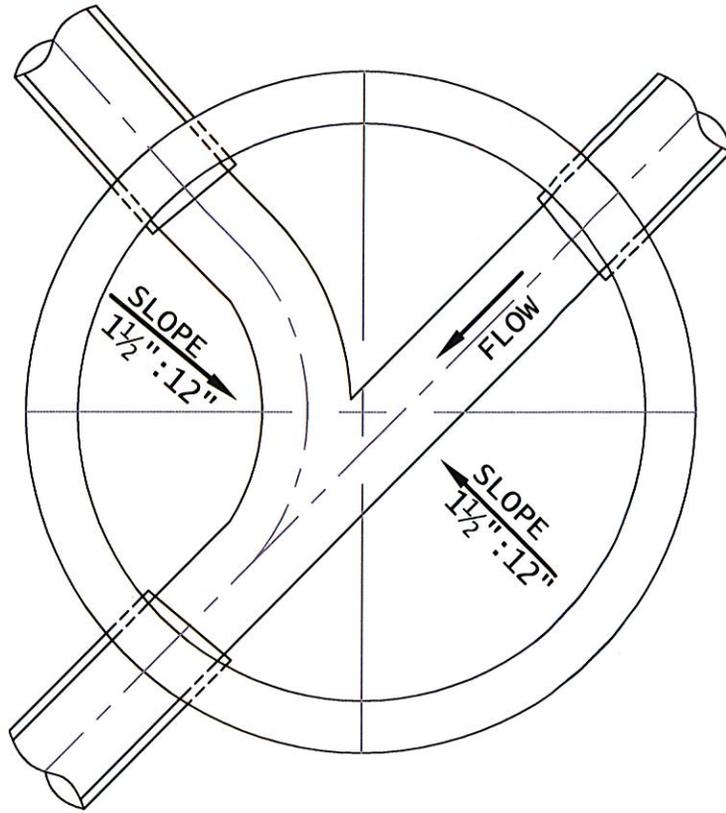
MOORE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION

**SANITARY SEWER TAP**

STD NO.  
SS-5



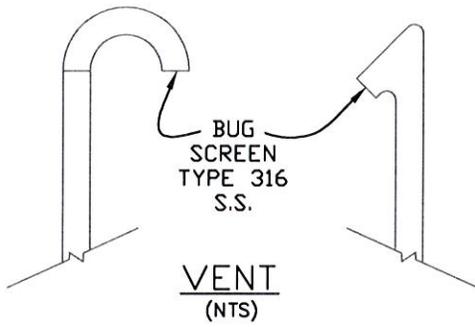
REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	SEWER CLEANOUT FRAME & COVER	STD NO. SS-6
DATE	DESCRIPTION			



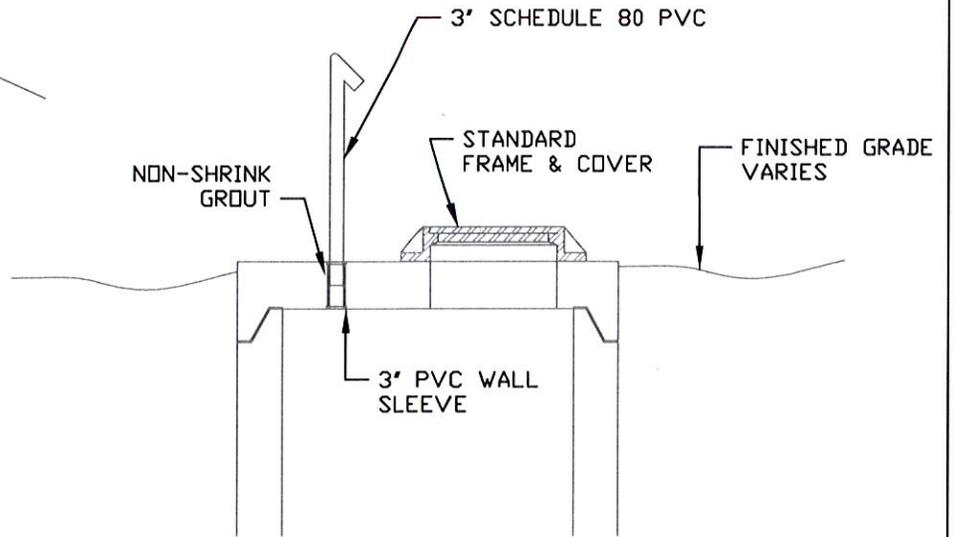
**TYPICAL MANHOLE INVERT**

(NTS)

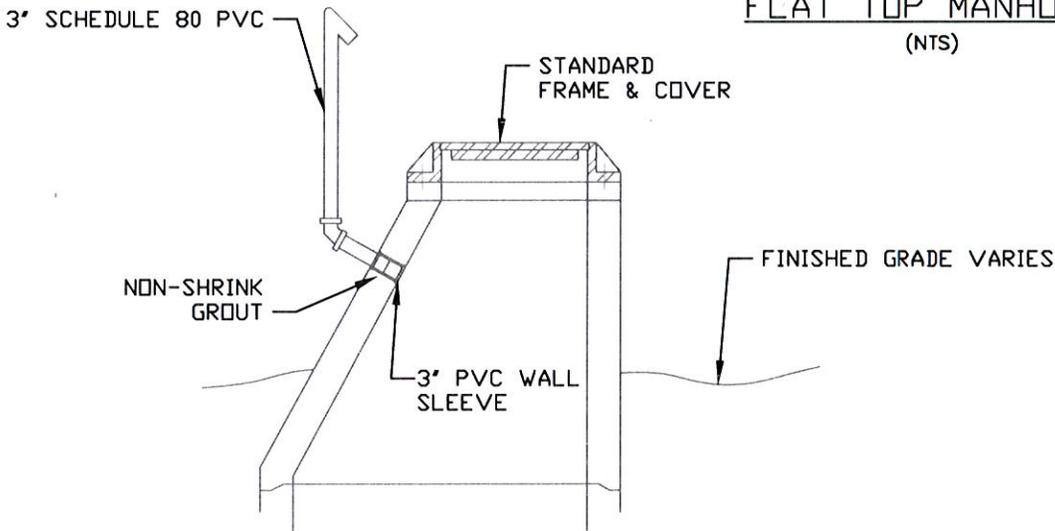
REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	MANHOLE INVERT	STD NO.  SS-7
DATE	DESCRIPTION			



NOTE:  
 VENT TOP TO BE 2'  
 ABOVE 100 YEAR FLOOD  
 ELEV. OR 5' ABOVE  
 MANHOLE, WHICHEVER  
 IS GREATER.

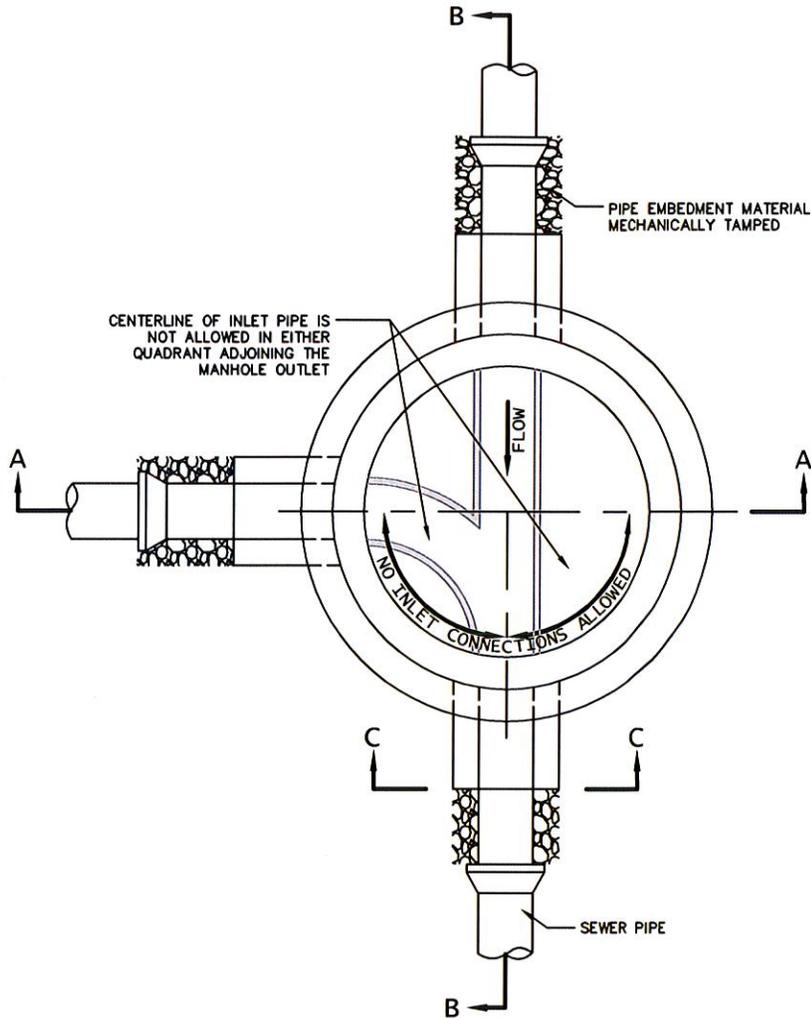


FLAT TOP MANHOLE  
 (NTS)



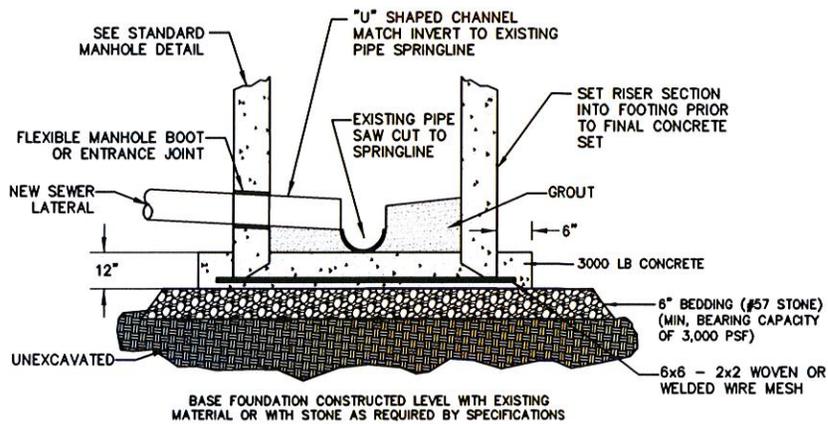
CONE TOP MANHOLE  
 (NTS)

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	VENTED MANHOLE	STD NO.  SS-8
DATE	DESCRIPTION			



**SECTIONAL PLAN**

(NTS)



**SECTION "A - A"**

(NTS)

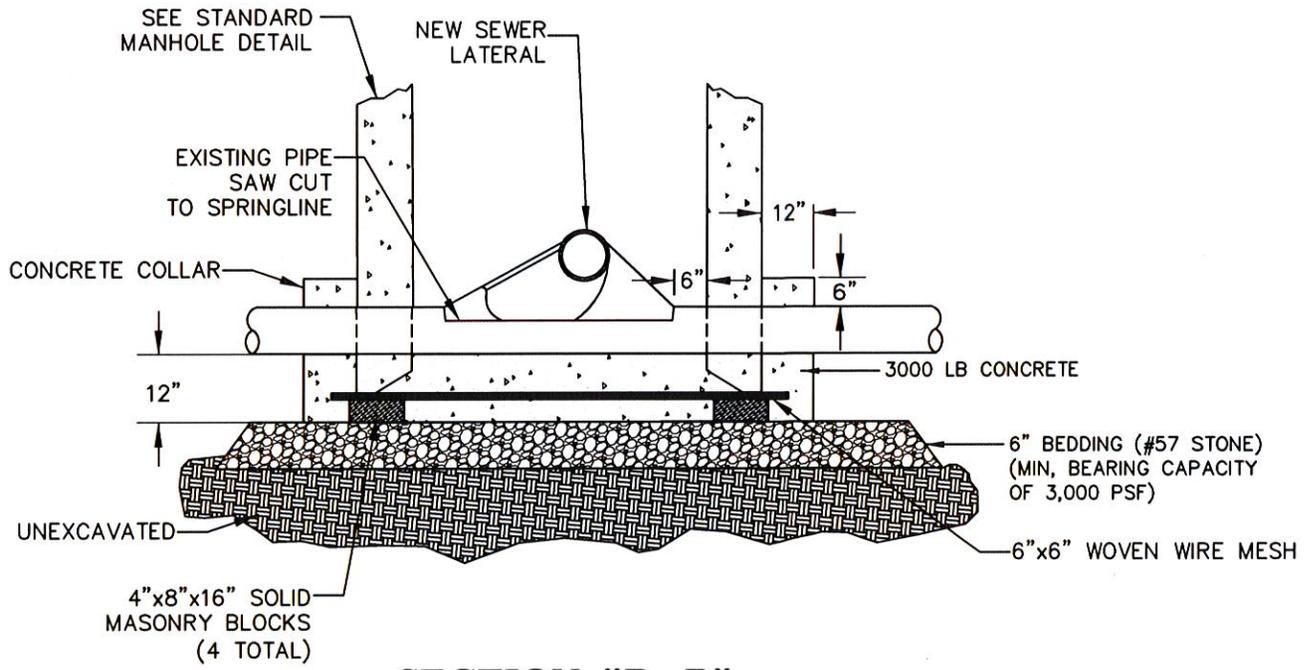
REVISED	
DATE	DESCRIPTION

MOORE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION

**DOGHOUSE MANHOLE**

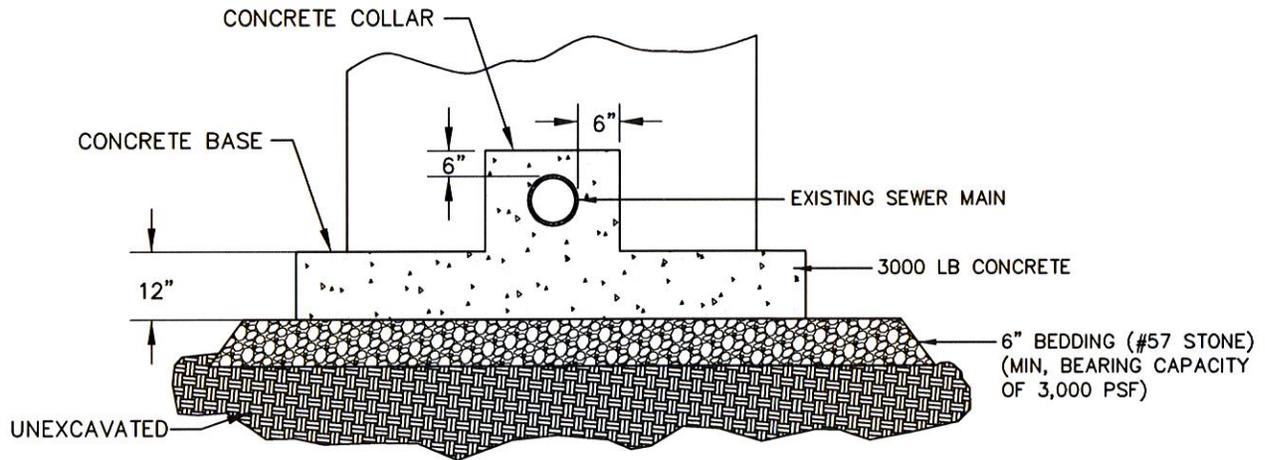
STD NO.

SS-9



**SECTION "B - B"**

(NTS)



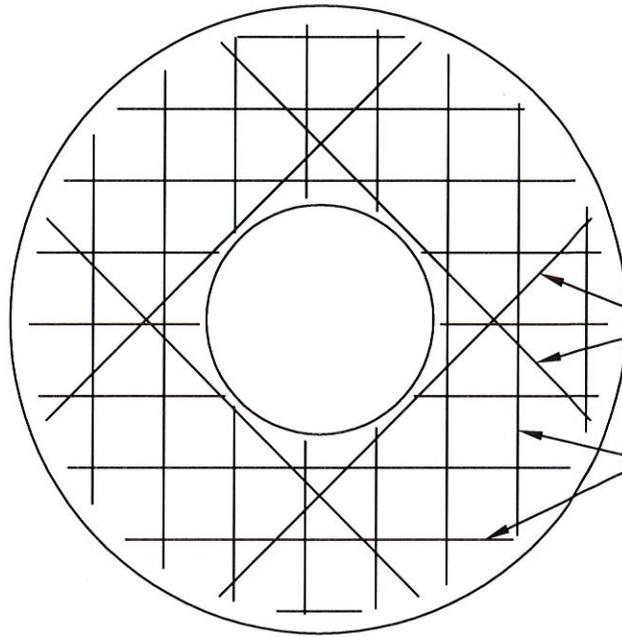
**SECTION "C - C"**

(NTS)

**NOTES:**

1. 3000 PSI CONCRETE
2. MANHOLE BASE SHALL BE CAST IN PLACE
3. EXISTING SEWER MAIN TO BE SAW CUT
4. BENCH TO BE FILLED WITH BRICK AND NON SHRINK GROUT
5. 4' DIAMETER MANHOLE FOR 8" TO 12" MAINS
6. 5' DIAMETER MANHOLE FOR 15" TO 30" MAINS
7. 6' DIAMETER MANHOLE FOR 36" TO 48" MAINS

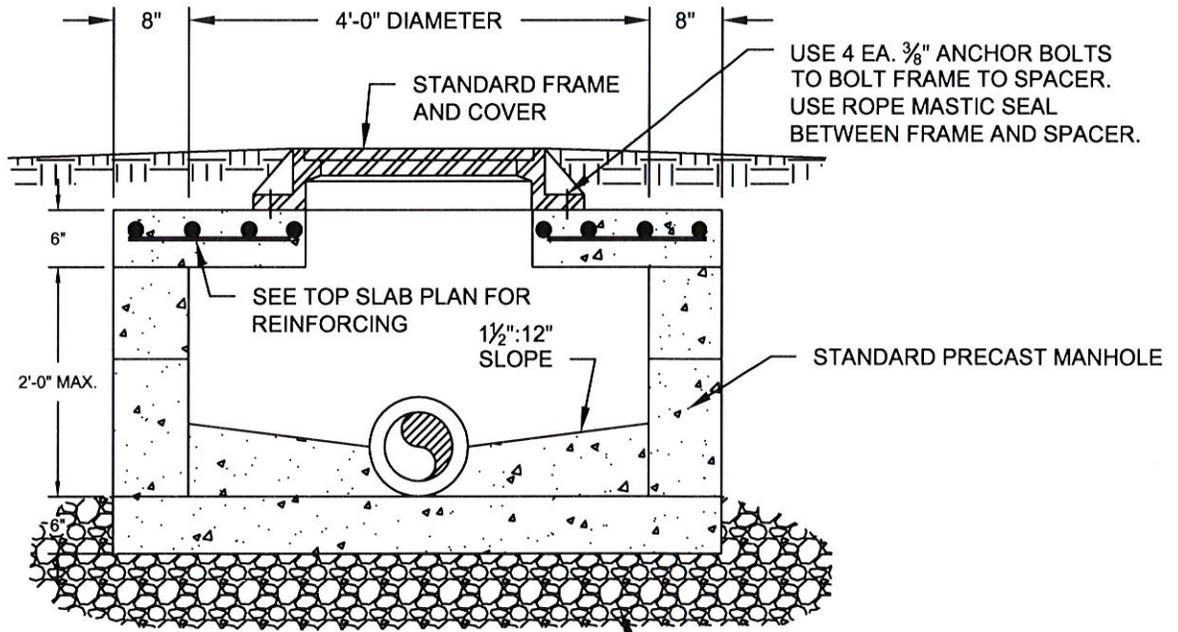
REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	DOGHOUSE MANHOLE (CONTINUED)	STD NO.  SS-10
DATE	DESCRIPTION			



4 EA. #4 BARS  
STAGGER @ 16" O.C.

#4 @ 6" O.C. EA. WAY  
(TOP & BOTTOM FOR  
TRAFFIC LOAD CONDITIONS)

PLAN - TOP SLAB



USE 4 EA.  $\frac{3}{8}$ " ANCHOR BOLTS  
TO BOLT FRAME TO SPACER.  
USE ROPE MASTIC SEAL  
BETWEEN FRAME AND SPACER.

SEE TOP SLAB PLAN FOR  
REINFORCING

$1\frac{1}{2}$ " : 12" SLOPE

STANDARD PRECAST MANHOLE

SECTION

MIN. 6" GRAVEL BEDDING

**REVISED**

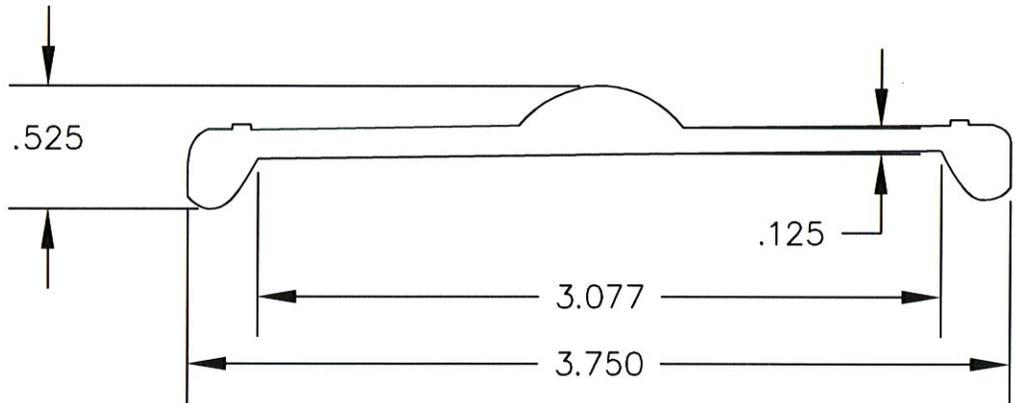
DATE	DESCRIPTION

MOORE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION

**SHALLOW MANHOLE**

STD NO.

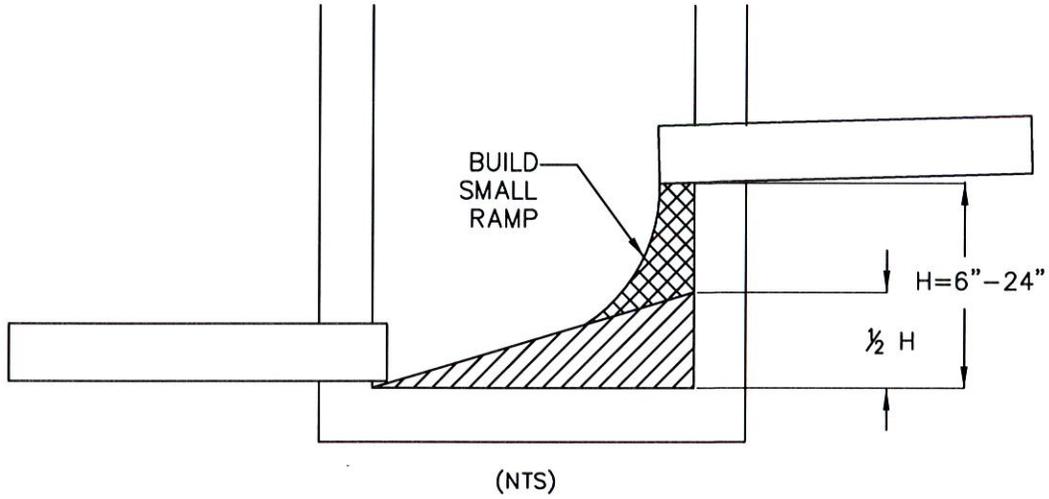
SS-11



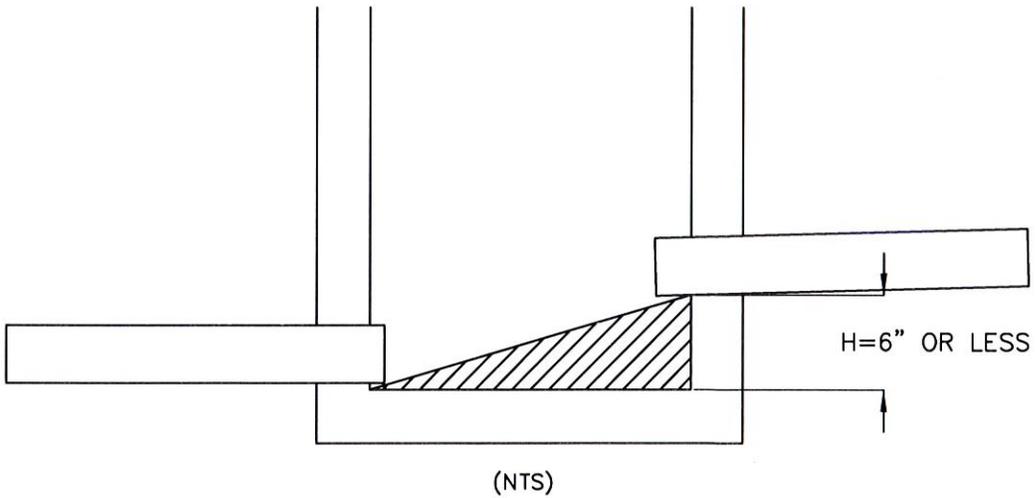
- Vinyl: White (Flooded Green)
- Size: 2-7/8" x 15"
- Colors: "Warning" is green and set against a white box. All other text and graphics (except "811" logo) are set against a green background.
- Color 811 Logo: 100% PMS black background/ outline. "Know what's below. Call before you dig" is 100% PMS black.
- Shovel: 45% PMS black
- Shovel Highlights: 20% PMS black
- 811 type: Pantone 390C
- Top Arcs: Pantone 370C
- Bottom Arcs: 7505C

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	Manhole Warning post	STD NO. SS-12
DATE	DESCRIPTION			

1: IF "H" IS BETWEEN 6"-24"

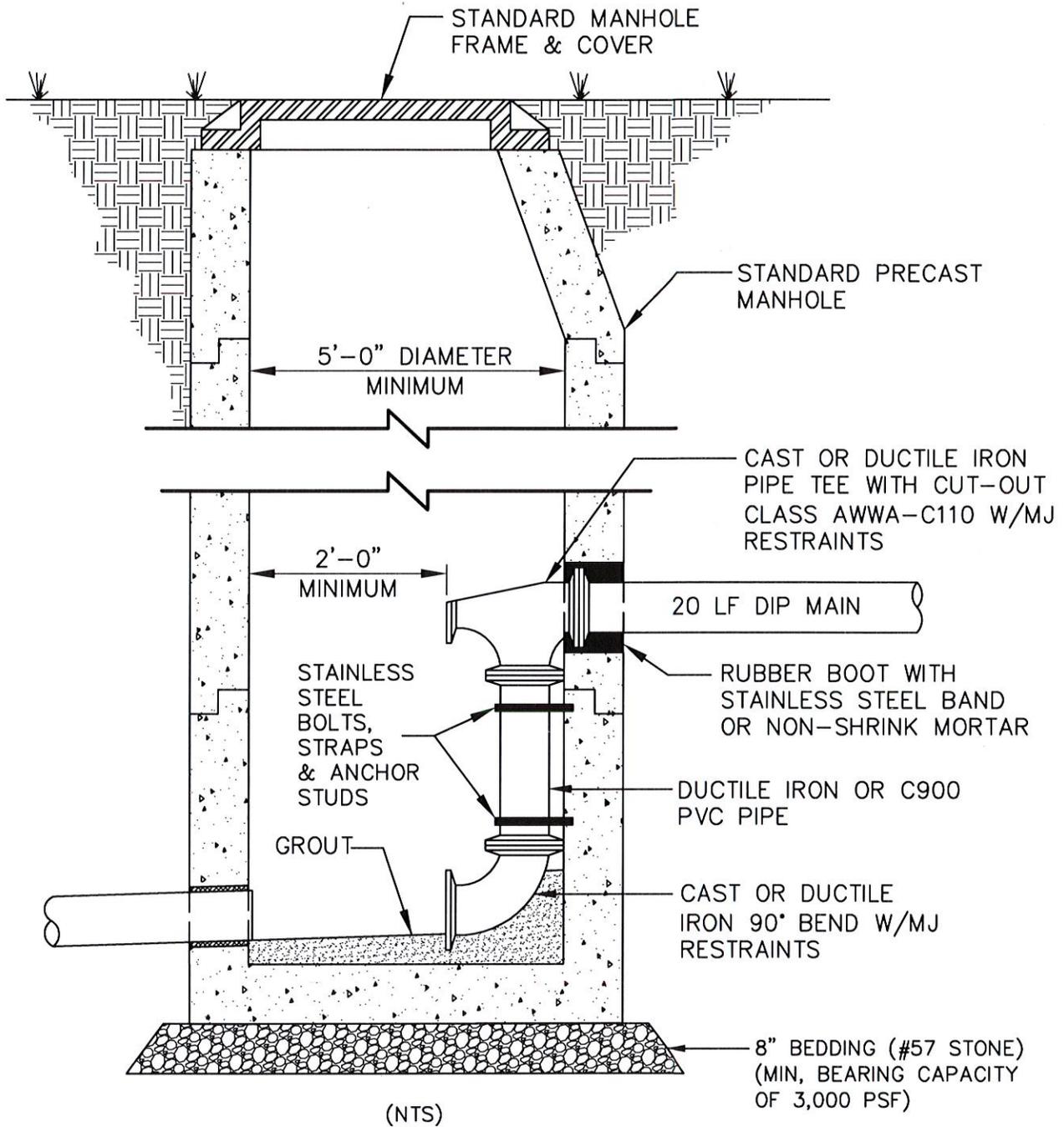


2: IF "H" IS 6" OR LESS



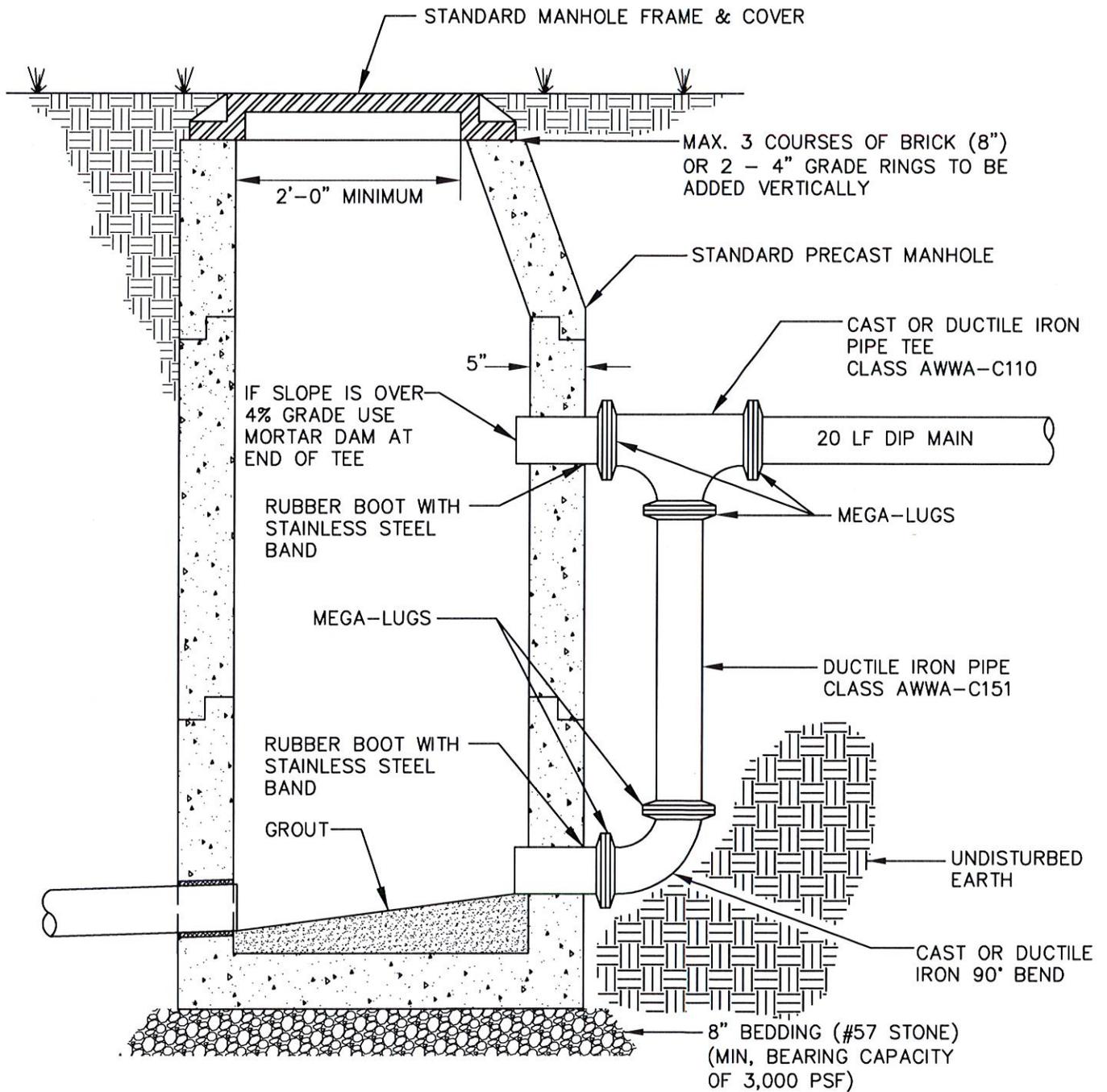
H = ELEVATION DIFFERENCE BETWEEN INVERT OF EFFLUENT PIPE AND INVERT OF INFLUENT PIPE.

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	MANHOLE CHANNEL SLIDE	STD NO. SS-13
DATE	DESCRIPTION			



NOTE:  
ALL DUCTILE IRON FITTINGS TO  
BE #401 COATED

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	MAIN LINE MANHOLE INSIDE DROP	STD NO. SS-14
DATE	DESCRIPTION			

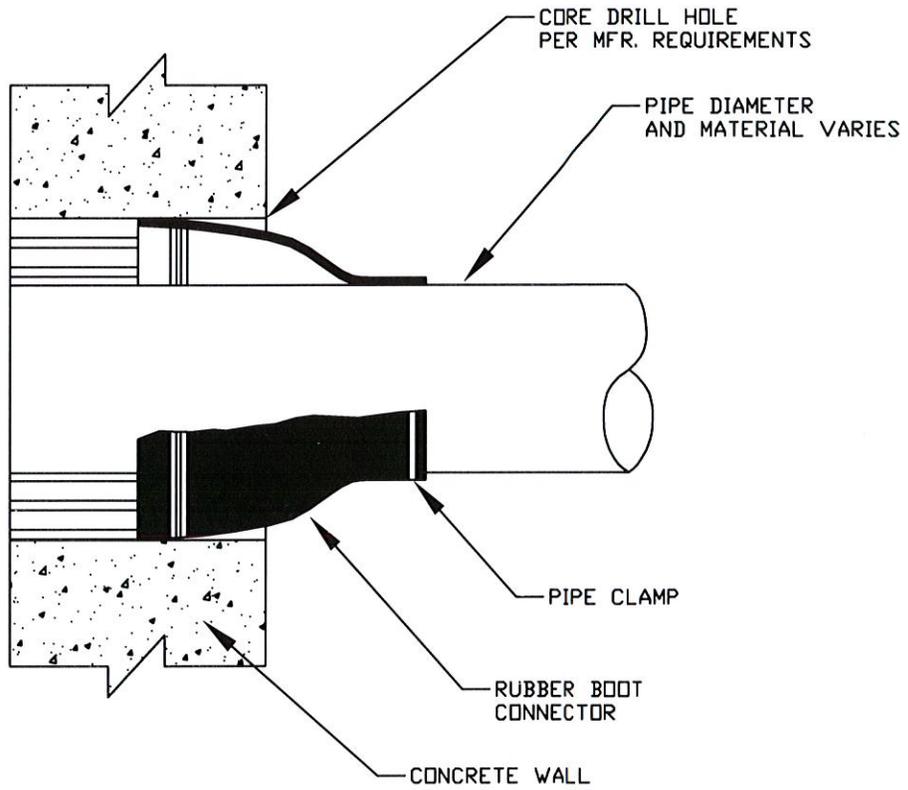


REVISED	
DATE	DESCRIPTION

MOORE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION

MAIN LINE  
MANHOLE OUTSIDE DROP

STD NO.  
SS-15

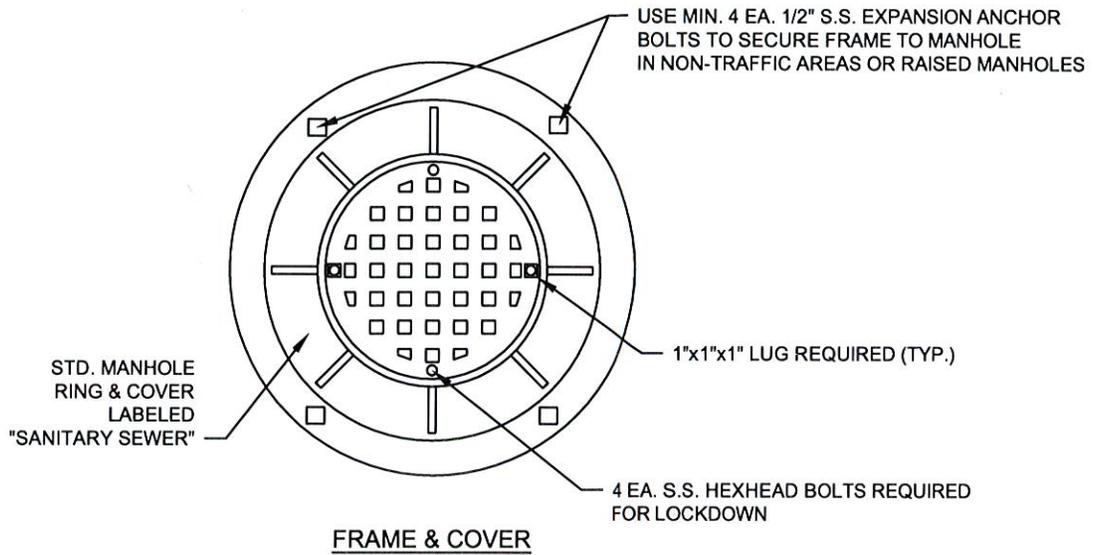


REVISED	
DATE	DESCRIPTION

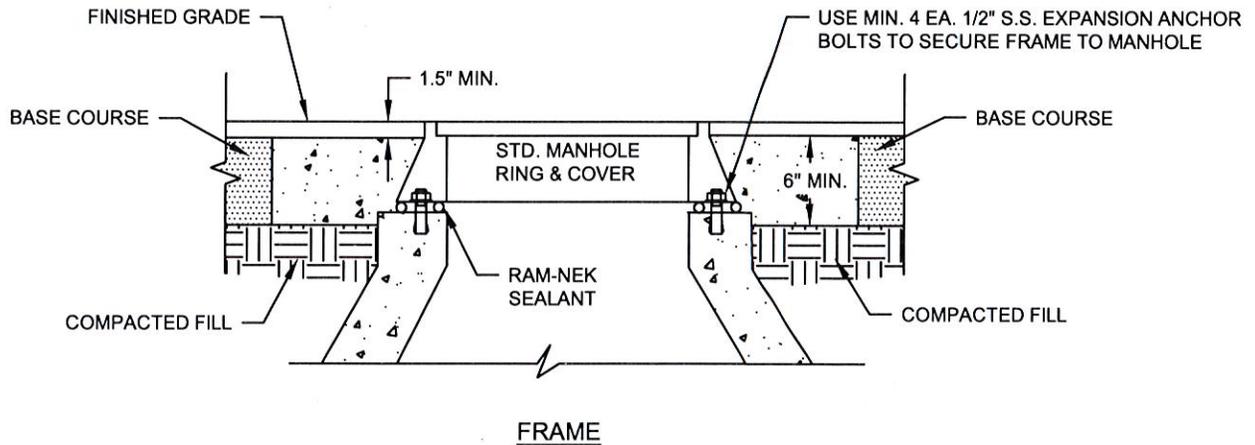
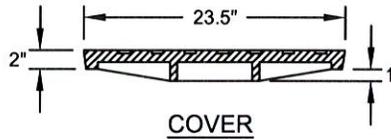
MOORE COUNTY PUBLIC WORKS  
 ENGINEERING DIVISION

**RUBBER BOOT  
 DETAIL**

STD NO.  
 SS-16



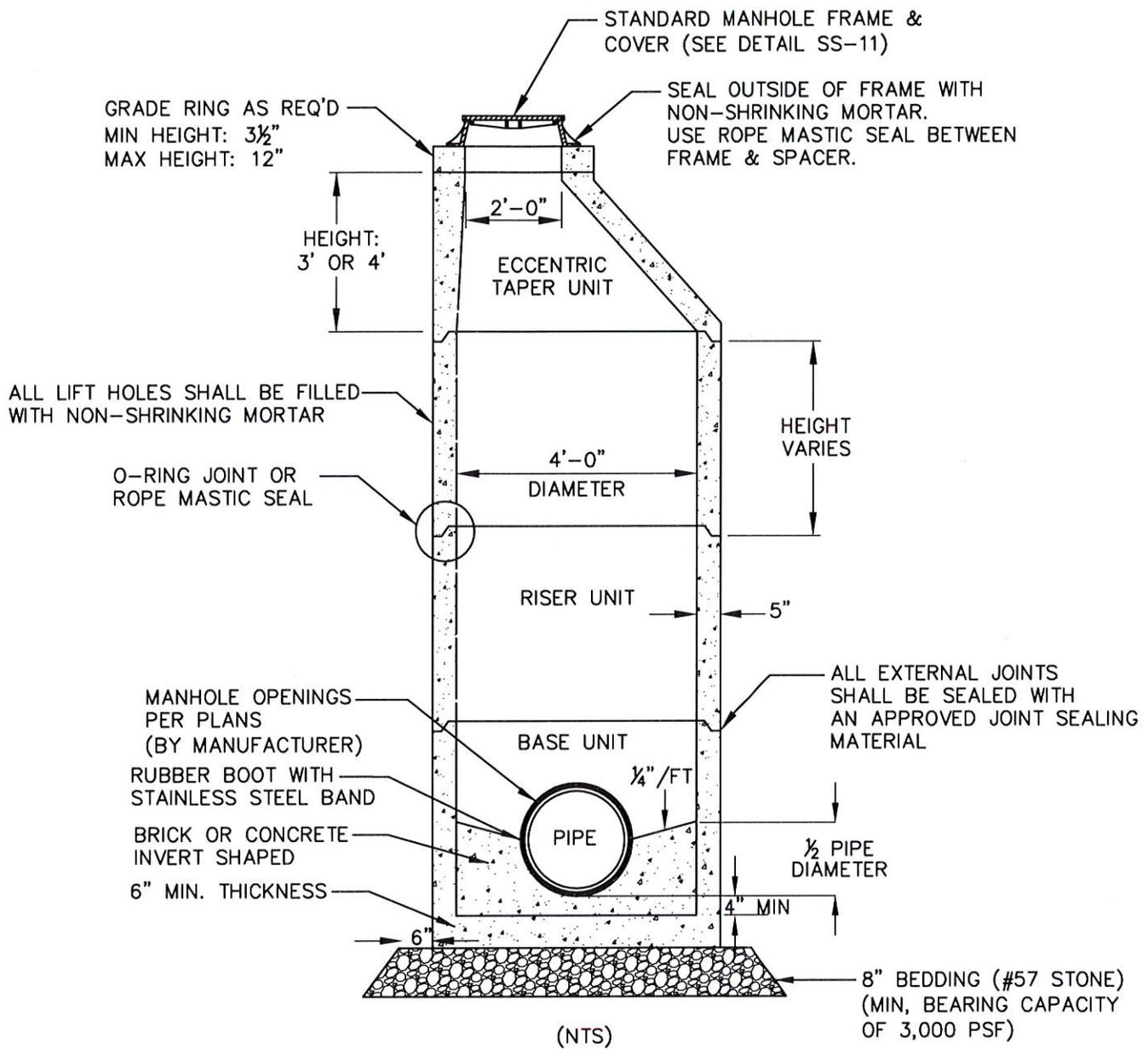
NOTE: CONCRETE ENCASEMENT SHALL ONLY BE USED IN AREAS WHERE COVER IS TO BE FLUSH WITH PAVEMENT OR CONCRETE. CONCRETE ENCASEMENT SHALL NOT BE USED IN NON-TRAFFIC AREAS AND ABOVE GRADE INSTALLATIONS.



## LOCKABLE MANHOLE FRAME & COVER

NOT TO SCALE

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	LOCKABLE MANHOLE FRAME & COVER	STD NO. SS-17
DATE	DESCRIPTION			



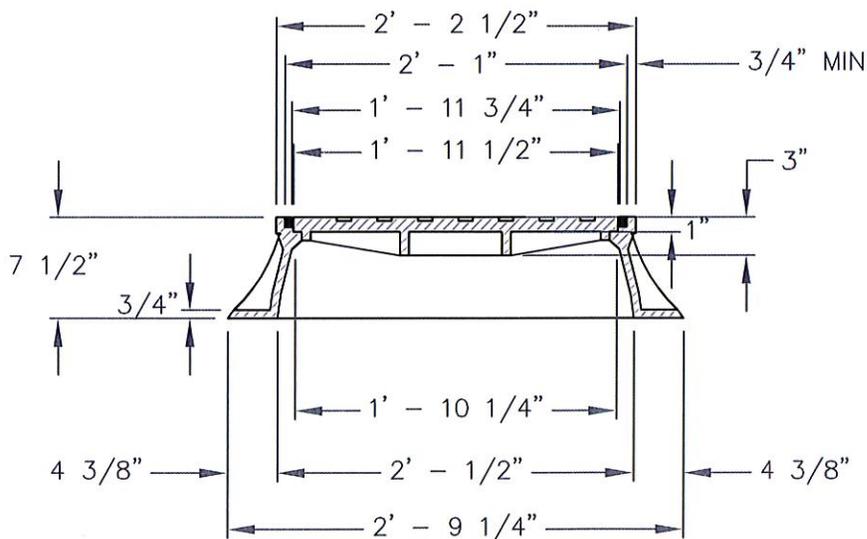
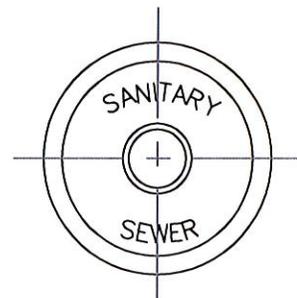
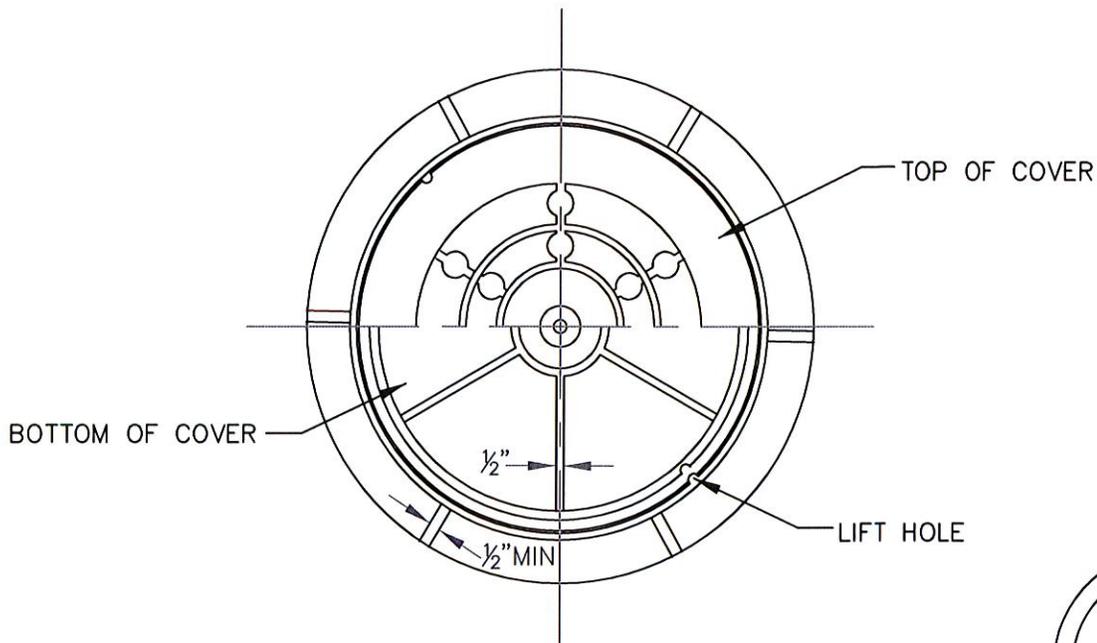
- NOTES:**
1. 4,000 PSI CONCRETE MIN. A.S.: 0.17 SQ.IN/FT (REINF. NOT SHOWN)
  2. FOR TEMPORARY DEAD-END MANHOLES, THE INVERT THROUGH CONSTRUCTION SHALL BE EXTENDED THROUGH THE MANHOLE. FOR PERMANENT DEAD-END MANHOLES, THE INVERT SHALL BE BOWL SHAPE.
  3. EXTENDED BASE REQUIRED FOR ALL MANHOLES OVER 10' IN DEPTH.
  4. IN INSTALLATION AREAS WHERE GROUNDWATER IS ENCOUNTERED, UPLIFT COMPUTATIONS & BALLASTING MAY BE REQUIRED.
  5. BASE AND BASE SLAB SHALL BE MONOLITHIC.
  6. ALL MANHOLE CONNECTIONS SHALL BE PREFABRICATED OR CORED WITH A CONCRETE CORING MACHINE.
  7. ALL MANHOLES SHALL BE VACUUM TESTED.

REVISED	
DATE	DESCRIPTION

**MOORE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION**

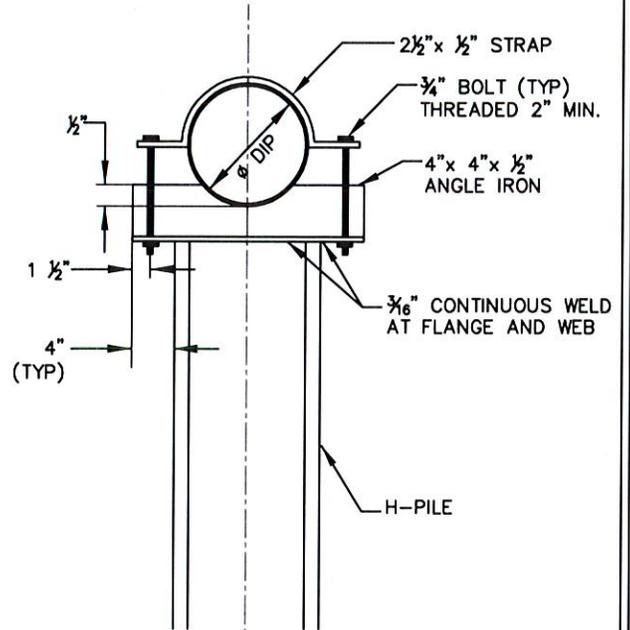
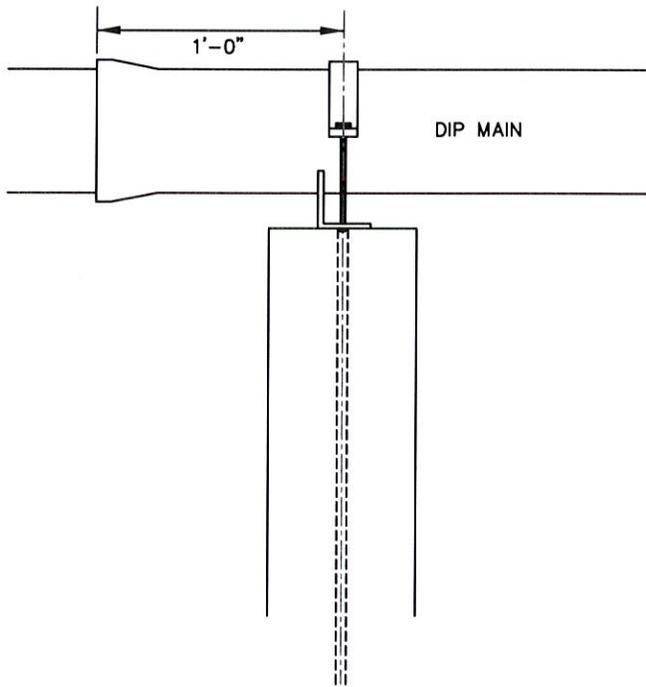
**4' STANDARD MANHOLE**

**STD NO.  
SS-18**



MINIMUM AVERAGE WEIGHT  
 RING 190  
 COVER 120  
 TOTAL 310

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	STANDARD MANHOLE FRAME & COVER	STD NO.  SS-19
DATE	DESCRIPTION			



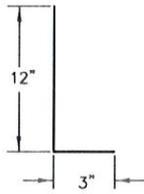
## PIER DETAIL

(NTS)

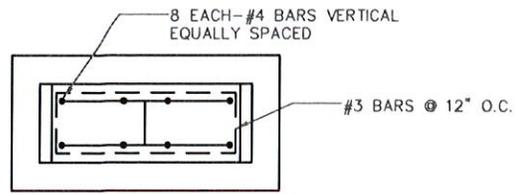
PIPE DIAMETER	H-PILE
8"	HP8-36 LBS/LF
10"	HP10-42 LBS/LF
12"	HP12-53 LBS/LF

NOTE:  
PILE SHALL BE DRIVEN TO REFUSAL  
ALL HARDWARE TO BE STAINLESS STEEL.

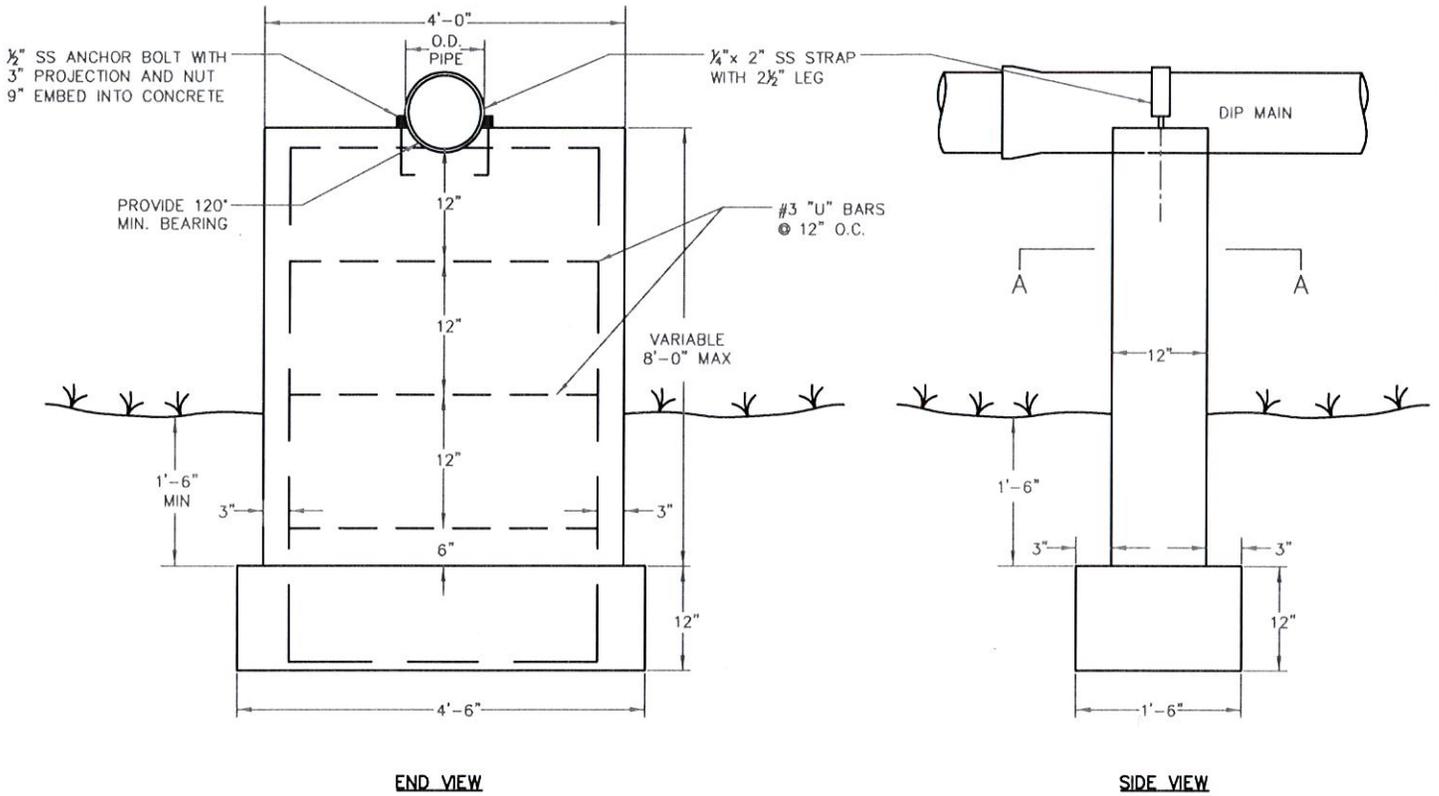
REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	AERIAL PIPE SUPPORT H-PILE	STD NO.
DATE	DESCRIPTION			SS-20



**ANCHOR BOLT DETAIL**



**SECTION A-A**



**END VIEW**

**SIDE VIEW**

**AERIAL PIPE SUPPORTS DETAIL**  
(NTS)

NOTE:  
AT THE CONTRACTORS OPTION,  
IN LIEU OF FORMING THE 120" CONCRETE SADDLE,  
A STAINLESS STEEL PIPE SADDLE MAY BE PROVIDED.  
ALL HARDWARE TO BE STAINLESS STEEL.

REVISED		MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION	AERIAL PIPE SUPPORT REINFORCED CONCRETE	STD NO. SS-21
DATE	DESCRIPTION			